

InDyne, Inc.



Kennedy Integrated Communications Services



**COLLECTIVE BARGAINING
AGREEMENT**

between

INDYNE, INC.

and

**INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL NO. 2088**

EFFECTIVE

MAY 1, 2007 – APRIL 30, 2009

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PREAMBLE

This Agreement entered into by and between Indyne, Inc., (Indyne) hereinafter called the "Company" (the term "Company" as used throughout this Agreement refers only to those areas of the Company covered by this Agreement as defined in Article I, Section 1, hereof and the International Brotherhood of Electrical Workers Local No. 2088 of the A.F.L. - C.I.O., hereinafter called the "Union"), a nonprofit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and the Union.

ARTICLE I - GENERAL PROVISIONS

Section 1 - Recognition and Jurisdiction

The "Company(s)" recognizes the "Union" as the sole and exclusive collective bargaining Agent with respect to rates of pay, salaries, hours, and other terms and conditions of employment. The word "employee" or "employees" as used in this Agreement means all of InDyne Inc., (Indyne), occupying job classifications set forth in Schedule A, attached hereto and working in the following Kennedy Integrated Communications Services (KICS) Contract departments at John F. Kennedy Space Center, Brevard County, Florida: Voice, Transmission and Cable Systems, Imaging Services and IT & Networks Systems or their successor departments.

Excluded Employees

The following employees are excluded from the above bargaining unit: All employees currently represented by another labor organization, all professional and administrative employees, confidential employees, watchmen, guards, confidential secretaries, and all managers and other supervisors as defined in the Labor-Management Relations Act, as amended.

Section 2 - Period of Agreement

- A. This Agreement shall remain in full force and effect from May 01, 2007, until Midnight, April 30, 2009, and thereafter from year to year until modified, amended or terminated as hereinafter provided. Notice to modify or amend this Agreement will be given not less than sixty (60) days and not more than seventy-five (75) days, prior to 12:01 a.m. May 01, 2009, and during a like period of any subsequent year that this Agreement remains in effect. Either party may give to the other written notice of desire for modification(s) or amendments. The parties agree to exchange proposals for modification or amendment within fifteen (15) days after the giving of such notice. In the event of a failure of the parties to reach an agreement upon such modifications or amendments by midnight April 30, 2009, or midnight April 30 of any subsequent yearly period for which this Agreement remains in full force and effect, either the Company or the Union may terminate the Agreement upon five (5) days written notice to the other. The parties may mutually agree to extend this Agreement for a specific period of time for further negotiations.
- B. In the event of instructions from the Federal Government to alter or change the working schedule now in effect, the Company may, upon fifteen (15) days written notice, reopen negotiations with the Union to the end of amending such Sections of this Agreement as pertain to hours of work and/or overtime payment for the sole purpose of considering objectives desired by the Government.

- C. The Company's current contract with the Federal Government, Kennedy Integrated Communication Services (KICS) contract, will expire during the term of this Agreement and the work covered under this collective bargaining agreement will be re-issued for competitive bid under applicable governmental regulations for a RFP. The Company intends to submit a proposal for follow on work and, if it is awarded a new contract or subcontract by the Federal Government or their prime contractor, this contract will continue in effect for the remainder of the term, but the parties agree to re-open this Agreement to meet within forty-five (45) days of the announcement of the award only for such additional negotiations as may be needed to conform to the requirements of such new federal contract for services; and only to the extent necessary to address and to resolve the impact of any resulting changes on the bargaining unit. This shall not authorize re-opening the entire contract for negotiating any area not reasonably required in order to implement the new contract awarded. In the event of disagreement, either party may submit the issue of whether the subject area of a proposed change is reasonably required by the award to be re-negotiated to expedited arbitration. In such event, the parties agree to select an arbitrator within 7 calendar days of receipt of a panel from the Federal Mediation and Conciliation Service and to schedule a hearing on the issue within 20 calendar days of selecting an arbitrator. Otherwise, any request for expedited arbitration will be governed by the Expedited Arbitration Policy and Procedures of the FMCS. The arbitrator's authority will be limited to the issue of whether the subject area of a proposed change is reasonably required by the award to be re-negotiated. Alternatively, if the Company is not awarded the new or follow-on federal contract, then the parties will meet to address the cessation of business on the same schedule and to negotiate the resulting effects on the bargaining unit.
- D. Any notice given under this Section shall be deemed to be served when mailed, postage prepaid, registered or certified mail, return receipt requested, to the designated Labor Relations representative for service upon the Company and when similarly mailed to the Business Manager, Local Union Number 2088, International Brotherhood of Electrical Workers, Merritt Island, Florida, for service upon the Union.
- The date of receipt shown on the registered or certified return mail receipt shall be the controlling date for all purposes under this Agreement.
- E. For the purpose of computing the number of days which elapse after any notice is given under this Section, the day such notice is received shall not be counted.

Section 3 - Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

Section 4 - Right to Manage Plant

The Company has and will retain the right and power to manage the Kennedy Integrated Communications Services (KICS) Contract activities at Kennedy Space Center and direct the working forces, including the right to hire, to discipline, suspend or discharge for just cause, to promote, demote and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance.

Section 5 - Non-Bargaining Unit Employees Performing Bargaining Unit Work

Professional employees, non-bargaining unit employees and supervisors, will not perform the work of the occupational classifications covered by this Agreement, except for purposes of training, systems evaluation, system validation certificates or certification, or emergency conditions to meet mission support requirements. This does not imply non-bargaining unit employees may perform hands-on work on operational systems.

If any work by non-bargaining unit employees needs to be performed on a field deployed developmental systems the Teaming Arrangements will include the appropriate bargaining unit employees.

An emergency condition is defined as an unsafe condition which, if not resolved, could result in damage to flight hardware, facilities or the safety of employees, as determined by the cognizant organizational director.

The Company will use its best efforts to ensure that the terms of this section are understood and applied throughout the Company in keeping with the spirit and intent herein.

Section 6 - Strikes and Lockouts

For the duration of this Agreement, the Union agrees that it will not cause or engage in any strike, slowdown or stoppage of work, and the Company agrees that it will not cause or engage in any lockout.

Section 7 - Union Responsibility

The Union agrees with the objectives of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and will not take, authorize, or condone any action, which interferes with the attainment of such objective. In the event of a breach by the Union of the provisions of Article I, Section 6, of this Agreement, the Company may abrogate this entire Agreement.

Section 8 - Deductions from Earnings

A. The Company will deduct from his wages and turn over to the Union, the Union Membership Dues of each employee who individually and voluntarily authorized the Company in writing to make such deductions. The term "Union Membership Dues", as used herein shall include Union initiation fees, assessment or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions:

- (1) Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be in a form mutually agreed to between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Labor Relations Department of the Company.

- (2) Deductions from that portion of the Union Membership Dues consisting of Union initiation fees assessment or reinstatement fees, as provided above, shall be deducted from the employee's paycheck on a bi-weekly basis. The bi-weekly deduction of the assessment, initiation fee, etc. will be as specified to the Company by the Union based on the total assessment divided by the number of pay periods occurring within the time period set by the Union.
- (3) Deductions for other Union Membership Dues shall be deducted from the employee's paycheck per pay period for twelve (12) months of the calendar year. Such deductions shall be in the amount certified to the Company by the Union based on the annual equivalent of dues specified to the Company by the Union, divided by the number of pay periods in the calendar year. Any change in the Union Dues Structure for such Union Membership Dues shall be made effective for the next full month after written notice of such change by the Union to the Company. In the event a deduction for such dues is not made from one or more consecutive monthly paychecks due to insufficient earnings by the employee, then on the next pay check that the employee has sufficient earnings, a retroactive deduction shall be made.
- (4) To be effective, dues deduction authorizations must be received by the Labor Relations Department of the Company by 4:00 p.m. on or before the last day of the month.

(5) PAYROLL DEDUCTION AUTHORIZATION CARD

I, _____, an employee of Indyne, Inc., hereby authorize and direct my employer to deduct from my wages and pay to IBEW Local 2088, an amount equal to the dues fixed by the Union. This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union. The authorization is made with the specific understanding that it is not a condition of employment with my employer.

This authorization shall remain in effect for one (1) year, without regard to whether I am a Union member during that period, and shall be automatically renewed from year to year, for a period of one (1) year, unless within ten (10) days of the anniversary of this authorization, I revoke this authorization in writing, by certified mail or not more than twenty (20) calendar days and not less than ten (10) calendar days prior to the expiration of each period of one (1) year or of each applicable bargaining agreement between the Company and Union, whichever occurs sooner.

- (6) Revocations shall be made effective on employees' paychecks after one (1) full month following receipt of notice as herein set forth. To be effective at such time notice from the Union must be received in the Labor Relations Department of the Company by 4:00 p.m. on or before the last day of the preceding month.
- (7) Deductions for Union Membership dues (with a maximum pickup of one month) shall be resumed by the Payroll Accounting Department in the following situations unless written revocation notice from the Union has been received by the Company in accordance with subparagraph (5) of this Section:
 - (a) Upon recall from layoff,
 - (b) Upon return from prolonged leave of absence.

- (c) The Company will not withhold Union dues from members who are on a Medical or Military Leave of Absence. The Company's payroll office and the Union office will be informed when a member's status changes to a Medical or Military Leave of Absence and when the member status returns to an active status. The Company payroll office will resume the deduction of dues beginning upon the member's return to active status
- B. The Company will mail a check to the Union for the deductions referred to above on a monthly basis. The check will be mailed within ten (10) working days following the last payday of the month. The Company shall provide the Union with a monthly record of dues deductions, with such record to be on the basis of the Company's accounting months.
- C. Where moneys have been deducted from the pay of any employee who does not owe such moneys, it shall be the responsibility of such employee to obtain a refund from the local Union. The Union agrees that it shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to, compliance by the Company with the terms of this section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

Section 9 - Separability

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 10 - Security Regulations

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government.

Therefore, in the event that NASA or other Government Agency duly concerned with Company security regulations, advises the Company in writing that any employee in the Union Bargaining Unit is restricted from work on or access to classified information and material, the Union will not contest such action as the Company may take pursuant to such advice to comply with its security obligations to the Government.

If an employee has not been granted an unescorted access authorization for all work areas where such is required and/or Secret clearance at the end of 180 calendar days from the date of the request, the Company may terminate his employment.

If an employee has not been granted the necessary clearance and/or access, the Company will make a good faith effort to place the employee in an available opening within his classification, where such credentials are not required, for a reasonable period of time not to exceed six months, awaiting a determination. However, the Company reserves the right to terminate his employment.

Section 11 - Nondiscrimination in Employment

The Company and the Union agree that there will be no discrimination in employment because of race, religion, color, sex, age or national origin.

The Company and the Union agree that there shall be no discrimination based upon the age of an employee, recognizing however, limitations imposed by statute on the employment of minors.

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

For purposes of this Agreement, references to employees in the masculine gender shall be deemed also to apply equally, and without distinction or discrimination, to the female gender.

Section 12 - Educational Reimbursement

Employees who have satisfactorily completed six (6) months of service are eligible for the company's Educational and Training Assistance Program.

It is understood that the educational reimbursement policy may be subject to modification by the Company. Such modifications, whether more or less favorable, will apply to the bargaining unit without further negotiation.

Section 13 - Sanitary, Safety, and Health Conditions

The Company agrees to maintain sanitary, safe, and healthful conditions in accordance with the laws of the state, county, city and in accordance with instructions and work practices established by NASA. No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe for him or that might unduly endanger his health. Nor shall any employee be harassed or intimidated for refusing to work a job not made reasonably safe for him or that might unduly endanger his health. The Union agrees to support and participate in the Area/General Safety Committee in their work area. The Union may appoint one representative to meet at least once each month with their respective supervisors to discuss safety problems and practices in their activity. In the event an employee fails to conform to established safety regulations, he shall be subject to disciplinary action, up to and including discharge.

Any employee required by the Company to wear foot protection to perform the duties of their regular job shall be eligible for reimbursement of up to one hundred and fifteen (115) dollars for one pair of Company-approved safety shoes every calendar year. Reimbursement at the same rate may be authorized within the specified twelve (12) month period for replacement shoes as necessary upon verification by management that replacement is justified due to excessive wear, damage, or deterioration.

Any employee that wears prescription eyewear and is required by the Company to wear eye protection to perform the duties of their regular job shall be eligible for a maximum reimbursement each calendar year for safety glasses according to the following:

- \$ 55.00 Single Vision Lenses
- \$ 65.00 Bifocals/28 Lenses
- \$ 75.00 Bifocals/35 Lenses
- \$ 95.00 Trifocal Lenses
- \$ 125.00 No Line (Progressive) Lenses
- \$ 3.00 Side Shields

Safety eyewear frames will be reimbursed by the company up to sixty-dollars (\$60.00) per frame. The above reimbursement rates may be increased consistent with periodic amendments to the Company's policy without further negotiation.

The Company acknowledges that Union Safety Representatives are advisory participants and it is the exclusive responsibility of the employer to maintain a safe workplace, in compliance with applicable federal and state laws and NASA regulations.

The Company will supply the Local's Business Manager an accident report(s) for all service accidents, occupational injuries, illness or fatalities.

Section 14 - Employment of the Handicapped

The Company and the Union agree that, consistent with the Rehabilitation Act of 1973 and regulations thereunder and applicable state laws pertaining to handicapped employees, there will be reasonable accommodation to employees and applicants with physical or mental limitations, and the parties agree to cooperate to that end. The Company and the Union also agree to work together in order to comply with the Americans With Disabilities Act.

Section 15 - Sole Agreement

This Agreement, when accepted by the parties hereto, shall constitute the full agreement between them, except for the agreements between the parties with respect to the retirement plan, savings plan, and certain Letters of Understanding dated May 01, 2007.

Section 16 - Waiver of Obligation

The parties expressly declare that they have bargained between themselves on all phases of hours, wages, rates of pay, conditions of employment and working conditions and that this contract represents their full and complete agreement without reservations or unexpressed understanding. Any aspect of hours, rates of pay, wages or conditions of employment of this Agreement is declared to have been expressly eliminated, except as noted in Article I, Section 2B as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining in negotiations without the written consent of all parties hereto. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

Only the Company's designated Labor Relations Representative and the Union's Business Representative, hereafter, "the parties," may interpret, alter or amend this Agreement by mutual action in writing and no individual employee, or group(s) of employees, shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, or group(s) of employees, whether such action be prospective or retroactive.

Section 17 - Technological or Changes in Scope

The Company will notify the Union, as soon as practical, of any technological improvements or changes in the Kennedy Integrated Communications Services (KICS) Contract scope that may be deemed by the Company to affect the IBEW bargaining unit covered by this Agreement.

The Company will conduct a training assessment to identify training needs for the affected classifications. Based on this assessment, the Company will make provisions for appropriate training to be conducted prior to deployment of the new systems.

Should a technological change substantially change work processes, at least the following will be considered in the evaluation of bargaining unit scope and job classification:

Whether and to what extent the skill level and responsibility required in the resulting job are similar to the skill level and responsibility of the pre-existing job;

Whether and to what extent the resulting job functions are similar to the pre-existing job functions; and;

Whether and to what extent the resulting end product of the system is similar to the end product of the pre-existing system.

In the event of a disagreement on the Union's jurisdiction, the appropriate representatives of the parties shall meet, using the mutual gains procedure, to discuss their concerns. Should the parties fail to reach a mutually satisfactory agreement, the Union shall have the right to submit any dispute arising under this Article to the grievance and arbitration procedure.

Section 18 – Government Responsibility

The Union recognizes that the Company is a contractor to the Federal Government at NASA, Kennedy Space Center, Florida, and that the Company is required at all times to fully meet its obligations as a Contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the Government. The Union will be advised of any impact on the Bargaining Unit and will meet with the Union within fifteen (15) calendar days should the Union request.

Section 19 – Discipline

The Company recognizes that employees normally govern their activities while at work in the same high standards of conduct that they use in their personal affairs.

The Company also recognizes that most people take personal pride in performing a "job well done". For the minority who may create discord or fail to observe acceptable work standards, the Company will utilize progressive discipline based on just cause.

The Company will consider reprimands or disciplinary actions against an employee as cleared from his record after an eighteen (18) month period for major infraction of Company rules and twelve (12) months for minor infractions from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier when, in the judgment of the Company, his past service record warrants such action.

Section 20 – Drug Free Workforce

The Parties agree to the necessity of providing a safe and secure environment for everyone as well as the Company's obligation to comply with applicable State or Federal laws and regulations and the Kennedy Integrated Communications Services (KICS) Contract governing the conduct of its business. Intoxicated, impaired or drug-abusing employees can endanger themselves, the Company, and the lives of their friends and coworkers.

The Parties agree to comply with the InDyne Drug Abuse Policies dated August 01, 2007, as negotiated, subject to any negotiated amendments and modifications necessary to satisfy mandates of NASA or applicable State or Federal laws and regulations.

Section 21 – Effect of Law

In the event that now or hereafter there is any State or Federal law or any directive, order, rule or regulation made pursuant thereto, which is in conflict with any provision or provisions of any Agreement between the Parties, it shall supersede such provision or provisions.

Section 22 – Buddy System

This will set forth the basic guidelines to be followed by management when assigning jobs and giving consideration for the need to utilize the "Buddy System."

By definition a "Buddy" is another person who can respond to unexpected circumstances and summon help or render assistance when someone is injured, disabled or trapped.

The "Buddy" question for the most part only arises when work tasks are assigned to a single individual.

Occasions do occur where teamed (2 people) crews, because of the geography, are given jobs which would normally require one man. This practice will continue when practical, but should not be considered precedent setting.

The "Buddy" system will be in effect for the following:

- (a) When working on energized circuits with hazardous shock potential.
- (b) When working in hazardous locations.
- (c) Entering remote areas where reliable communications by phone or radio net does not exist.
- (d) When badge exchange (not badge drop-off) is required.
- (e) Other areas as require identified under Safety briefing (site specific training).

Employees working alone in remote locations or on off-shift, but not working on energized circuits or in predetermined hazardous locations will be checked on a periodic basis.

For remote, non-hazardous locations, an employee will have the option of requesting a "Buddy" to accompany him to that location. The Company will honor these requests as appropriate.

ARTICLE II - UNION-COMPANY RELATIONS

Section 1 - Union Representatives

A. Designation of Stewards

The number of Stewards and Chief Stewards to be recognized by the Company shall be determined by mutual agreement of the Parties, and before a change to the number of Stewards previously agreed upon can occur, a meeting between the designated Company Labor Relations Representative and the Union's Business Manager shall be held. No unilateral change may be made to the number of Stewards to be so recognized. The Stewards shall be employees of the Company and shall be appointed by the Union. The Union will provide the Company with a list in writing of the names of the accredited Stewards and their assigned areas of responsibility on a current basis.

B. Scope of Steward's Union Activities

The Steward's Union activities on Company time shall fall within the scope of the following functions:

- (1) To consult with an employee regarding the presentation of a request, complaint or grievance which the employee desires him to present.
- (2) To investigate a complaint or grievance of record before presentation to the appropriate supervisor.
- (3) To present a request, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (4) To meet by appointment with an appropriate Manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement. The Company and the Union are in agreement that a minimum amount of time should be spent in the performance of these duties.

Section 2 - Union Officials

A. Scope of Union Representatives' Activities

Subject to existing security regulations, the Business Manager or other authorized representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints, or matters arising out of the application of this Agreement and for the purposes of attending meetings in accordance with the Grievance Procedure. He shall obtain from the Company authorization for each visit, and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations, which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

B. Introduction of Employees

New or transferred employees who are employed in occupations covered by this Agreement shall be introduced to the Union Steward in work group to which such employees will be permanently assigned at the earliest possible date, but no later than five (5) working days following such assignment. The sole function of the Steward under this Section is to explain his responsibilities under this Agreement.

C. Permission to Leave Work for Union Activities

The Steward before leaving his workstation to perform any of his functions herein set forth, shall request permission from the immediate supervisor and state the Union business he desires to conduct on Company time. Such permission shall be immediately granted unless it should substantially interfere with operations. If necessary, a Steward shall remain on his regular work until a reasonable time is afforded to provide a substitute in his place. When entering the area of another supervisor's responsibility, he will contact the supervisor before attempting to contact any employee. He shall report to his supervisor upon completing each mission.

Section 3 - Cooperation

The Union and its members agree to report to the Company any acts of sabotage, subversive activities, theft, damage to or taking of any employee's, Company and/or Government's property, and the Union further agrees, if any such acts occur, to use its best efforts in assisting the Company and/or the Government to determine and apprehend the guilty party or parties.

Section 4 - Bulletin Boards and Posted Notices

- A. Space shall be provided at locations agreed upon for Union bulletin boards for the posting of the following types of notices:
1. Notices of Union recreational, social and welfare activities;
 2. Notices of Union elections;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings; and
 5. Such other notices as may be mutually agreed upon by the Union and the Company.
- B. The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as herein provided. The Company may remove such bulletin boards in the event of repeated violation of this section or for reasons such as alterations in facilities, etc., and will inform the Union whenever the Company removes such bulletin boards.
- C. The number of bulletin boards shall be governed by practice.

Section 5 - Reports

The following reports will be furnished to the Union as stated below:

- A. Upon the request of the Union, the Company shall furnish the Union with a list of employees showing rates, classifications and date of hiring within seven (7) calendar days.
- B. Upon hiring or rehiring, transferring or promoting a bargaining unit employee, the Company, within seven (7) calendar days after the commencement of such action, shall mail a copy of the notice to the office of the Local Union.
- C. Chief Stewards will be notified 5 working days prior to re-hiring, transferring or promoting a bargaining unit employee.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Complaints

An employee or employees having a complaint shall have the right to verbally present the same, directly or through the Steward, to his immediate supervisor. If the complaint is not settled within five (5) working days and involves a matter subject to the Grievance Procedure, it may be reduced to writing and considered a grievance subject to the procedure hereinafter described.

Section 2 - Time for Presentation of Grievance

All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than twenty (20) working days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon. Time limits for presentation of grievances may be extended by mutual agreement of both parties.

Saturdays, Sundays, and holidays shall not be counted in computing the due date for any decision or appeal therefrom. Time limits for grievance meetings at any step may be extended by mutual agreement of both Parties. If it is determined under the grievance procedure, including arbitration, that any adjustment in wages is appropriate, such adjustment shall be based upon existing wage rates and shall be applied retroactively to the date of occurrence, provided that such date is not more than twenty (20) working days prior to the date upon which the grievance was presented.

Section 3 - Presentation of Grievance

If there is any grievance, dispute or difference between any of the Parties with respect to the interpretation of application of any provision of this Agreement, such grievance, dispute or difference may be reduced to writing and processed in accordance with the following steps in this Grievance Procedure provided, however, that any individual employee, or group of employees, shall have the right at any time to present complaints or grievances in writing to the Company providing they are within the time limits described herein and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided the Union's representative has been given an opportunity to be present at such adjustment.

A grievance shall be discussed in each of the following successive steps between the representatives of the Parties specified in each step. The grievance shall specify the Section or Sections of the Agreement claimed to have been violated.

Step One This step is between the supervisor and the Steward. The first step meeting shall be held within five (5) working days from the date the grievance is filed with the Company. The supervisor shall give the Steward his written reply to the grievance within five (5) working days after the meeting with the Steward. If this reply is unsatisfactory, the chief Steward may appeal the decision to Step Two, provided such appeal is made within five (5) working days after the receipt of the supervisor's reply. A meeting in Step Two shall be held within ten (10) working days after receipt by the Company of notice of appeal. A final decision with respect to any grievance in Step One shall apply to that grievance only and shall not in any manner become a binding precedent in the case of any other grievance, nor a precedent which shall bind the Parties as an interpretation of this Agreement.

Step Two This step is between the next level of management and the Chief Steward. Such Manager shall make a reply in writing not later than ten (10) working days after meeting with the Chief Steward. If this reply is unsatisfactory, the grievance may be appealed to Step Three provided such appeal is made within ten (10) working days following receipt of the second step reply. A meeting in Step Three shall be held within thirty (30) working days after receipt by the Company of notice of appeal.

Step Three This step is between the designated Labor Relations representative for the Company at Kennedy Space Center, or his designee, and the Union's Business Representative. An International Representative of the IBEW may be present at this step of the Grievance Procedure. Labor Relations shall make a reply in writing not later than ten (10) working days after meeting with the Union's Business Representative. All decisions of the Labor Relations Office shall be final and binding on all Parties concerned unless the Union informs the Company within ten (10) days from the date of such final Company decision that it desires to submit the matter to arbitration.

Section 4 - Direct to Third Step

In certain instances, the Union may wish to file a grievance directly against the Company. This process shall begin at Step Three and shall be limited to matters dealing with the interpretation or application of the terms of this Agreement or terminations. Such grievance shall be submitted in writing to Labor Relations and shall contain the following:

1. Statement of facts upon which the grievance is based.
2. Reference to the Section or Sections of the Agreement or any applicable State or Federal laws alleged to have been violated.
3. The settlement requested.

Section 5 - Arbitration

- A. Any grievance which has not been settled pursuant to Section 1 of this Article and which involves the interpretation or application of a specific clause or clauses of this Agreement, or which alleges that a discharge or suspension was not for just cause may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other written notice to that effect within ten (10) calendar days after the Labor Relations Department has given its decision, such grievance shall be deemed to be waived.
- B. Upon receipt of such notice, the parties within five (5) days shall meet to select an arbitrator and shall prepare a Submission Agreement stating the issue(s) presented and identifying the clause(s) of the Agreement, the interpretation or application of which are involved in the arbitration. If the parties cannot agree on the statement of the issue(s) or the specific clause(s), the interpretation or application of which are involved in the arbitration, the Submission Agreement shall set forth each party's proposed statement of issue and involved contract provisions, and the Arbitrator shall formulate the statement of the issue(s) and clause(s) involved in the arbitration. If the Company and the Union fail to agree upon an arbitrator, they may request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons from which the arbitrator shall be chosen. The Union and the Company shall automatically strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

ARTICLE III

- C. In cases involving disputed qualifications for layoff displacement under Article V, Section 1, paragraph A, the Company shall have the privilege to present its case first.
- D. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement, but shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding on the Company, the Union and the employee.
- E. The arbitrator shall be paid by the parties hereto. This includes compensation and expenses of the arbitrator. Each party shall bear the expenses in respect to its own witnesses.

ARTICLE IV - SENIORITY

Section 1 - Continuous Service Credit

- A. Each employee shall have continuous service credit with the Company dating from the first date of unbroken service.
- B. InDyne Inc., (Indyne) service date is the date first employed by the Company.
- C. The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken, such employee shall be, for all purposes, considered a new employee if and when rehired.

- (1) Resignation or other voluntary termination of employment except as outlined in subparagraph seven (7).
- (2) Discharge for just cause.
- (3) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message, by messenger, to his Supervisor, Manager or Human Resources, unless satisfactory evidence of inability to give notice or report is shown.
- (4) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
- (5) Unless satisfactory evidence of inability to give notice or report is shown, failure to notify the Company of his intention to return to work within five (5) working days after such notice is given and failure to report to work after layoff within ten (10) working days after the Company gives the employee written notice to return to such work. Such recall notice shall be deemed to have been sufficiently given if sent to the employee by registered mail to the last address furnished to the Human Relations department of the company.
- (6) Layoff without recall to work within sixty (60) months from the date of such layoff.
- (7) It is herein understood that an hourly represented employee requesting a lay-off out of line of seniority will do so in writing in a form acceptable to both parties.

It is further understood that any such request will not receive favorable consideration unless a surplus condition exists. If a surplus condition exists, favorable consideration will be given by the parties to requests for layoff out of seniority providing that the granting of this request will not necessitate recalling or hiring a person to fill the billet. Should a condition exist wherein there is more than one request within a classification and department, the more senior employee will receive first consideration.

It is further agreed that before the layoff out of seniority understanding applies as written, the low senior employee or employees scheduled for layoff due to reduction in the work force, will be laid off first, unless the employees waive their rights to be laid off under the contract on a form approved by both the Company and the employee's Steward.

Severance pay for employees requesting layoff out of seniority order will be in accordance with Article VI, Section 7.

It is further understood that Company management may deny any request out of line of seniority without prejudice.

Decision by management will be final and is excluded from grievance procedures under Article III of the Agreement.

Employees who volunteer for layoff out of seniority and are laid off, will retain recall rights for sixty (60) months from the date of such layoff. Employees who have previously established seniority in any other seniority group/job classification(s) that is scheduled for a layoff may volunteer for this layoff with the understanding that the employees will only have recall rights into the seniority group/job classification(s) where the surplus was identified.

Section 2 - Acquisition of Seniority

New employees shall be considered on probation and not entitled to seniority until they shall have acquired ninety (90) calendar days of continuous service credit. Upon completion of said period of employment, the employee shall be considered a regular employee, and his seniority shall date from the start of the probationary period, and when thus established will equal the employee's continuous unbroken service credit, not to exceed current seniority date at Kennedy Space Center, Florida. There shall be no requirement that the Company reinstate or rehire probationary employees if they are discharged during their probationary period, and no grievance shall be filed concerning any such discharge. It is understood however, that probationary employees are represented by the Union and that with the exception of discharge, all other disciplinary actions and violations of this Agreement are subject to the Grievance Procedure.

Section 3 - Accumulation of Seniority

Seniority will accumulate continuously without break during the following:

- A. Time lost by reason of industrial accident, industrial illness, or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on authorized leave of absence for Union business.
- D. Time spent on leave of absence granted by the Company not to exceed six (6) months for the purpose of permitting an employee to engage in activities requested by the Company.
- E. Time spent, not to exceed twelve (12) months but may be extended month to month for up to an additional twelve (12) months, on authorized leave of absence granted to cover periods of non-industrial accident or illness or pregnancy.
- F. The first ninety (90) days of any other authorized leave of absence.
- G. Time spent on lay off for a period not to exceed five (5) years.

Section 4 - Computation of Seniority

An employee's seniority date shall include his predecessor seniority if said employee transitioned as a bargaining unit employee from a predecessor contractor to InDyne Inc., (Indyne). An employee's seniority date shall be the determining factor for the following: Layoffs, Shift Bids, and Scheduling of Vacations. An employee's seniority date shall be a determining factor for the following: Promotions, Transfers and Temporary Duty Assignments.

Continuous service date (length of service) shall be used to calculate the following: Time Away Days eligibility and severance pay. Continuous service dates will be determined by the employee's total continuous site seniority (as defined by the Service Contract Act Successorship) or their present Company seniority, whichever is greater.

Employees shall accumulate seniority within the bargaining unit in the specific occupational classifications covered by this Agreement, as listed in Schedule "A" of this Agreement, during their period of continuous service with the Company. Employees will maintain separate seniority status within their seniority group. An employee shall establish seniority in his current occupational classification after he has worked in such occupational classification for forty-seven (47) calendar days, and shall thereupon be credited his total bargaining unit seniority in that occupational classification, within his seniority group.

Employees in the bargaining unit on the effective date of this Agreement will be credited with bargaining unit seniority in the specific occupational classification and specific seniority group to which they are now assigned equal to the employees bargaining unit seniority as shown in the next seniority listing to be submitted by the Company under Article V, Section 6 of this Agreement, and as described in Article IV, Section 1.

In the event of transfer from one seniority group to another, the employee shall be credited with his accumulated bargaining unit seniority in the seniority group into which he is transferred after forty-seven (47) calendar days.

When two or more employees otherwise would have identical seniority, seniority rank will be determined by alphabetical order of last names, a name commencing with "A" being the most senior. This procedure shall apply in all determinations of seniority.

Section 5 - Termination of Seniority

The seniority of an employee shall be lost under the same conditions which cause a break in continuous service credit as set forth in Article IV, Section 1, of this Agreement, except that if at the time of layoff or recall, an eligible employee refuses to take a job in the same labor grade as the occupational classification in which he holds seniority, he shall be deemed to have resigned from employment. If, at the time of layoff or recall, an eligible employee refuses to take a job in a lower labor grade than that of the occupational classification from which he was laid off, he shall retain his rights to be recalled to that occupational classification.

Section 6 - Employees Transferred Out of the Bargaining Unit

An employee who has established seniority rights within the bargaining unit and who is subsequently transferred or promoted to a position not covered by this Agreement, shall be deemed to have retained seniority rights in accordance with the provisions of this Agreement for a period of twenty-four (24) months from the date of such transfer or promotion providing that there are no bargaining unit employee(s) on layoff or in layoff status and in the opinion of the Company it becomes necessary or advisable to return the employee to a position within the bargaining unit, all seniority rights acquired before such transfer or promotion will be restored. An employee who has never established seniority in the bargaining unit who is transferred into the bargaining unit, shall establish bargaining unit seniority within the seniority group starting on the first day of entry into the bargaining unit.

Section 7 - Employees Entering Armed Forces

Employees who have heretofore or hereafter terminated for the purpose of entering the Armed Forces of the United States or any State shall be re-employed in accordance with applicable Federal laws.

The Company shall not be liable for a violation of this Agreement if such violation results from good faith compliance with the aforesaid statutes or any applicable administrative ruling or judicial decision.

An employee absent from work because he was ordered to report for physical examination in connection with being ordered to military training and service shall be granted pay for lost time not to exceed his working rate for eight (8) hours, provided:

- A. The day of absence from work is necessary to enable the employee to report as ordered.
- B. The absence falls within the employee's regular work shift.
- C. The absence is to be temporary, following which the employee will return to work.
- D. The absence does not involve an overtime day.

ARTICLE V - SENIORITY PROVISIONS

Section 1 - Layoff

When the Company determines that layoff is necessary in any specific occupational classification, probationary employees, as defined in Article IV, Section 2, in the occupational classification and seniority group affected shall be laid off first. If further layoffs are necessary within the seniority group, such layoffs shall be made by bargaining unit seniority within the specific occupational classification and seniority group affected, provided the senior employees have the ability to perform the work, the employee with the least bargaining unit seniority in such occupational classification and seniority group shall be the first to be laid off and the last to be recalled. An employee subject to layoff under the foregoing may exercise bumping rights in his bargaining unit in the following order:

- A. Displace the employee with the least bargaining unit seniority in any lower-rated occupational classification in his seniority group, provided he has greater bargaining unit seniority than the employee being displaced, or displace the employee with the least bargaining unit seniority in any occupational classification in any seniority group in which he had established seniority, provided he has greater bargaining unit seniority than the employee being displaced, and is qualified to perform the work of the employee being displaced.
- B. In the event that a Lead becomes surplus, the downgrade shall be made within the group designated by the Company where the surplus exists. An employee scheduled for downgrade may elect layoff in lieu of downgrade at the time downgrade is offered. Such election should be made on the next working day following the offer but in any event such decision shall be made within two (2) working days following the offer. The employee will only have recall rights for the classification from which the employee was offered a downgrade in accordance with Section 1 of this Article.
- C. Displace any probationary employee in the bargaining unit, provided he has the skill and ability to perform the work.

Such employee must notify the Company in writing of his intention to exercise bumping rights within forty-eight (48) hours of the Company's layoff notice. An employee so displaced may similarly exercise his rights of displacing another employee in accordance with the same criteria, it being understood, however, that the initial and resultant "bumps" must occur simultaneously so that there will be no delay in the layoff procedure. No employee may "bump" another employee in a higher-graded occupational classification.

In cases of layoff, the Company will give not less than two (2) weeks notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the Company will notify the employee and the Union as promptly as possible and give, in lieu of said notice, up to two (2) weeks pay, not to exceed eighty (80) hours at the employee's straight time hourly base rate.

Section 2 - Transfers of Employees When a Seniority Group is Discontinued

If the Company finds it necessary to eliminate an existing seniority group, employees so affected shall be reassigned as follows:

- A. Into the group or groups which succeed the discontinued group.

- B. If the employee has the skill and ability to work in a seniority group in his bargaining unit other than that in which he has established seniority, he may displace the least senior employee in an equivalent or lower-rated occupational classification in such other seniority group, provided he has greater bargaining unit seniority than the employee he is displacing. An employee exercising seniority rights under the foregoing may not be displaced from such other seniority group.
- C. If an employee is displaced due to the elimination of a seniority group, he will be granted his full seniority rights in the new seniority group, for lay off only without satisfying the forty-seven (47) days requirement.

Prior to effecting the elimination of an existing seniority group, the Company will discuss the matter with the Union.

Section 3 - Recall

For the purpose of reinstatement, all laid off employees shall be recalled in the following order:

- A. The most senior laid off employees who have established seniority in the seniority group where recalls are being made shall be offered recall in a position of an equal or less labor grade in any job classification previously held. Those laid off employees who are offered recall and who fail to make application for reinstatement for a position of equal labor grade to the one held at time of layoff within the time limit specified below will lose all recall rights.
- B. Prior to hiring new employees, the Company will offer laid off employees who it determines may be capable of performing the work but who have no seniority rights within the group where the vacancies occur. Notifications of openings for reemployment shall be given by the Company to the last mailing address furnished by the employee by registered mail. A copy of such notice shall also be sent to the Union. Within five (5) working days after notice is sent, the next employee on the seniority list may be notified.

Section 4 - Shift Preference

When a vacancy exists on any shift, or in the formation of any new shift, preference in filling such vacancy shall be granted on a seniority basis, where critical skill or certification are not involved.

If shift preference is denied or delayed by the Company because of critical skill or certification, the Union shall be entitled to a prompt meeting (within thirty [30] days of denial or deferral of the request) with the involved Manager and the Company Department Manager, if necessary, to arrive at a mutually acceptable date. If the Union feels after such meeting that the circumstances do not justify a delay or length of delay specified by Company, the matter will be discussed within five (5) days among the Union's Business Representative, the Company designated Labor Relations Representative and the Company Program Manager. If an equitable solution cannot be reached at this conference, the Union may process its objections to arbitration. The Company will cooperate fully to obtain an expedited hearing of the matter.

Regular shifts shall be scheduled in advance and quarterly bidding for shift assignments will be held within work groups in accordance with Schedule B.

The Company shall give written notice of at least five (5) working days of any change in regular shifts or workweek to the Union and the affected employee(s).

Section 5 - Seniority Privileges for Union Representatives

As long as there is work available which they are capable of performing, Stewards, Business Manager and Business Representative shall hold seniority over all employees in the respective seniority group. The foregoing shall apply only in case of layoffs.

When mutually agreed between the Company and the Union, shop Stewards shall be deemed to hold seniority for shift and work week preference purposes over all employees in their respective jurisdiction when the exercise of such seniority is for the purpose of assuring employee representation.

Section 6 - Seniority List

The Company shall supply the Union with a seniority list (which will include an employee's continuous service date) of the employees covered by this Agreement. Such list shall be revised quarterly.

Section 7 - Promotional Policy

Before employees are hired from the outside to fill vacancies in all occupational classifications other than entry occupational classifications, it is the intent of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work as determined by the Company. Where the candidates possess the necessary skill and ability to perform the work, selection shall be based on seniority. The Chief Steward will be advised in writing at least five (5) working days in advance of such promotions becoming effective. It is understood that the Company will make the final determination relative to promotions, and it is understood that there is no automatic promotion from one occupational classification to another.

Section 8 - Temporary Promotion

When an employee is assigned to a classification in a higher labor grade to replace another employee absent on vacation or for a temporary period, he shall be paid in the same relative position in the range of the grade assigned (e.g., employee is \$2.00 below the maximum of grade 03, employee is paid \$2.00 below the maximum of grade 02). In no event shall the resulting base pay rate exceed the established pay rate maximum. A retroactive wage adjustment shall be made upon completion of his assignment. Such temporary assignment shall not be considered an upgrading within the meaning of this Agreement, and upon reassignment of such employee to his previously held classification at the end of the temporary period he shall not be considered a downgraded employee within the meaning of this Agreement. Temporary promotions will normally not exceed sixty (60) days; however, the period may be extended by mutual agreement of the parties. Under no circumstances will a temporarily promoted employee gain seniority in the seniority group to which loaned.

Temporary Leads will be assigned to replace Leads who are absent for a temporary period of two (2) or more days, commencing on the second day. Temporary status of the assignment will be recorded in the employee's record and upon return of the absent Lead, the replacing employee will be returned to his original status. On temporary assignment of a long duration they will be paid for the higher rate on a current basis. Prior to the assignment of a temporary lead the shop steward will be notified.

An employee assigned to replace a Lead who is absent on scheduled vacation or for a scheduled temporary period will be paid Lead pay commencing on the first day. The temporary status of the assignment will be recorded in the employee's record, and upon return of the absent Lead, the replacing employee will be returned to his original status.

A Technician temporarily promoted to Lead will be paid one-dollar (\$1.00) per hour above his current rate.

Section 9 - Pay Rate on Promotion

An employee promoted to labor grade 3 or higher will be paid at either the minimum of the classification to which promoted, or one-dollar (\$1.00) per hour above the employees' rate prior to promotion, whichever is greater. Employees promoted to all other labor grades will be paid at either the minimum of the classification to which promoted, or fifty cents (\$0.50) per hour above the employees' rate prior to promotion, whichever is greater.

Section 10 - Automatic Rate Progression (ARP)

- (1) Effective on the following dates, the base rate of each employee shall be increased twenty-six cents (\$0.26) per hour or such lesser amount as necessary to bring the base pay rate to the maximum rate for his classification:

June 08, 2007
September 07, 2007
December 07, 2007
March 07, 2008

- (2) Effective on the following dates, the base rate of each employee shall be increased twenty-seven cents (\$0.27) per hour or such lesser amount as necessary to bring the base pay rate to the maximum rate for his classification:

June 06, 2008
September 05, 2008
December 05, 2008
March 06, 2009

- (3) A newly hired employee shall receive his first ARP increase on a prorated basis.
- (4) If an employee is on an approved medical leave of absence on an ARP effective date(s), he shall receive one (but no more than one) ARP increase on the effective date of return to the active payroll. In no event will an employee receive an increase exceeding the maximum of his labor grade.
- (5) An employee returning to the active payroll of the Company from layoff, approved educational leave of absence, approved personal leave of absence, or a rehire shall be eligible for the next scheduled ARP increase.

Section 11 - Pay Rate on New Classification

In the event the Company desires to establish new classifications or revise existing occupational classifications, the pay rates applicable shall be subject to negotiations between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon pay rates applicable to any such occupational classification. In such cases, the Company will establish the new or revised occupational classification and the Company proposed pay rate for the classification and put such pay rate into effect. If a negotiated rate is finally established which is higher than the Company proposed rate, it will be paid retroactive to the date of the start of the occupational classification.

ARTICLE VI - EMPLOYEE PRIVILEGES

Section 1 - Time Away Days Policy

The Company provides time away benefits to contribute to the well being of its employees. The Company encourages employees to take their time away days to promote appropriate rest and recreation. Time Away Days, so far as possible, will be granted at times most desired by employees. When the schedule of Time Away Days of employees in the same group would hamper efficient operations, the choice of Time Away Days time shall be determined by seniority within the group. The Company reserves the final right to fix the time for Time Away Days in order to insure orderly and efficient operations.

A. Definitions

- (1) The term "Christmas Holiday Period" means a six (6) day period (which includes Christmas day) that the Company designates as official Company holidays.
- (2) "Holidays" means days observed by the Company as official Company holidays, which include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and after Thanksgiving, and a six day Christmas Holiday Period.
 - (a) Holidays that fall on a weekend will be observed on either the preceding Friday or following Monday, as agreed to and specified in Section 3 of this Article.
 - (b) Employee(s) with other than Saturday and Sunday as scheduled days off will observe the preceding day when a holiday falls on the employee's first (1st) scheduled day off, and on the following day when the holiday falls on the employee's second (2nd) scheduled day off.
 - (c) During the Christmas Holiday Period, deviation from the above policy may be necessary to assure that all employees receive the correct number of annual holidays in accordance with this Agreement. (Not to exceed twelve (12) Holidays per calendar year)
- (3) "Maximum Hours Bank" means the maximum amount of Time Away Hours that an employee may accrue. An employee will forfeit any Time Away Hours, which are accrued beyond his Maximum Hours Bank. Holiday hours will not count towards the Bank max, until earned.
- (4) "Time Away Bank" means at any point in time, the bank of hours that an employee has accrued according to the Monthly Time Away Hours Accrual Table, less hours taken, as Time Away Hours.
- (5) "Time Away Hours" means those hours that are accrued and taken on the Company's time keeping system and are added to and subtracted from an employee's Time Away Bank. Time Away Hours will accrue while an employee is actively employed or on a paid leave of absence. An employee will not accrue Time Away Hours while on an unpaid leave of absence. The minimal increment for taking Time Away Hours is one-tenth (1/10) hour for all employees. Pay for Time Away hours when taken is at the employee's working hourly rate.

- (6) "Vacation Service Date" means that date from which an employee's Years of Service is measured for purposes of determining the Time Away Hours Accrual Schedule. Such date could be the original hire date of an employee who transitioned from an affiliated company into the Kennedy Integrated Communications Services (KICS) Contract, or an official employment date for employees hired directly by the Company, or the recognized service date of an employee who transferred from a parent company into the Kennedy Integrated Communications Services (KICS) Contract.
- (7) "Years of Service" means the total elapsed time, measured in years, between an employee's Vacation Service Date and the date service is being determined.

B. The Time Away Days Accrual Schedule will be administered as follow:

- (1) Employees earn time away days by accruing hours each month based on the tables shown in this Section. Except as provided in this Section, total Time Away Hours will not accrue beyond the Maximum Hours Bank amount shown under the respective Years of Service category.
- (2) Time Away credits will be awarded on a bi-weekly basis and reflected in the employee's pay stub,
- (3) Employees who terminate employment after they have accrued Time Away Hours for a particular Holiday but before that Holiday has occurred will forfeit those Time away Hours. New hires hired after the accrual of Time Away Hours for a particular Holiday but who are employed on such Holiday will receive Time Away Hours for the Holiday.
- (4) An employee may have a negative balance of up to 5 days (i.e., -40 hours) in his Time Away Bank at any time. Should an employee terminate employment with a negative balance, the employee must pay the Company for such balance at the hourly rate in effect at the time of termination.

TIME AWAY ACCRUAL TABLE - YEARS OF SERVICE

	LESS THAN 5 YEARS				5 YRS BUT LESS THAN 10				10 YEARS BUT LESS THAN 15				15 YRS BUT LESS THAN 20				20 YRS AND OVER			
	Holiday Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours	Hours Per Pay Period	Cumulative Hours
Paydate 1 NEW YEARS DAY	8.00	8.00	3.08	3.08	3.69	3.69	4.62	4.62	5.54	5.54	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15
Paydate 2	0.00		3.08	6.15	3.69	7.38	4.62	9.23	5.54	11.08	6.15	12.31	6.15	14.06	6.15	15.31	6.15	16.56	6.15	17.81
Paydate 3	0.00		3.08	9.23	3.69	11.08	4.62	13.85	5.54	16.61	6.15	18.46	6.15	20.21	6.15	21.96	6.15	23.71	6.15	25.46
Paydate 4	0.00		3.08	12.30	3.69	14.77	4.62	18.46	5.54	22.15	6.15	24.61	6.15	26.36	6.15	28.11	6.15	29.86	6.15	31.61
Paydate 5	0.00		3.08	15.38	3.69	18.46	4.62	23.08	5.54	27.69	6.15	30.77	6.15	32.52	6.15	34.27	6.15	36.02	6.15	37.77
Paydate 6	0.00		3.08	18.46	3.69	22.15	4.62	27.69	5.54	33.23	6.15	36.92	6.15	39.07	6.15	40.82	6.15	42.57	6.15	44.32
Paydate 7	0.00		3.08	21.53	3.69	25.84	4.62	32.31	5.54	38.77	6.15	43.07	6.15	44.82	6.15	46.57	6.15	48.32	6.15	49.57
Paydate 8	0.00		3.08	24.61	3.69	29.54	4.62	36.92	5.54	44.30	6.15	49.23	6.15	50.98	6.15	52.73	6.15	54.48	6.15	56.23
Paydate 9	0.00		3.08	27.68	3.69	33.23	4.62	41.54	5.54	49.84	6.15	55.38	6.15	57.53	6.15	59.28	6.15	61.03	6.15	62.78
Paydate 10 MEMORIAL DAY	8.00	16.00	3.08	30.76	3.69	36.92	4.62	46.15	5.54	55.38	6.15	61.53	6.15	67.68	6.15	73.84	6.15	79.99	6.15	86.15
Paydate 11	0.00		3.08	33.84	3.69	40.61	4.62	50.77	5.54	60.92	6.15	67.08	6.15	73.24	6.15	79.40	6.15	85.56	6.15	91.72
Paydate 12 JULY 4TH	8.00	24.00	3.08	36.91	3.69	44.29	4.62	55.38	5.54	66.46	6.15	73.61	6.15	79.77	6.15	85.93	6.15	92.09	6.15	98.25
Paydate 13	0.00		3.08	40.00	3.69	48.00	4.62	60.00	5.54	72.00	6.15	80.00	6.15	86.15	6.15	92.31	6.15	98.47	6.15	104.63
Paydate 14	0.00		3.08	43.07	3.69	51.69	4.62	64.61	5.54	77.54	6.15	86.15	6.15	92.31	6.15	98.47	6.15	104.63	6.15	110.79
Paydate 15	0.00		3.08	46.15	3.69	55.38	4.62	69.23	5.54	83.08	6.15	92.31	6.15	98.47	6.15	104.63	6.15	110.79	6.15	116.93
Paydate 16	0.00		3.08	49.23	3.69	59.07	4.62	73.84	5.54	88.62	6.15	99.69	6.15	105.84	6.15	111.99	6.15	118.15	6.15	124.31
Paydate 17 LABOR DAY	8.00	32.00	3.08	52.30	3.69	62.77	4.62	78.46	5.54	94.16	6.15	104.62	6.15	110.78	6.15	116.93	6.15	123.08	6.15	129.23
Paydate 18	0.00		3.08	55.38	3.69	66.47	4.62	83.08	5.54	99.69	6.15	107.83	6.15	113.98	6.15	119.13	6.15	124.28	6.15	130.43
Paydate 19	0.00		3.08	58.45	3.69	70.16	4.62	87.70	5.54	105.23	6.15	111.93	6.15	118.08	6.15	124.23	6.15	130.38	6.15	136.53
Paydate 20	0.00		3.08	61.54	3.69	73.85	4.62	92.31	5.54	110.77	6.15	116.93	6.15	123.08	6.15	129.23	6.15	135.39	6.15	141.54
Paydate 21	0.00		3.08	64.62	3.69	77.54	4.62	96.93	5.54	116.31	6.15	122.46	6.15	128.61	6.15	134.76	6.15	140.91	6.15	147.06
Paydate 22	0.00		3.08	67.69	3.69	81.23	4.62	101.54	5.54	121.85	6.15	127.69	6.15	133.84	6.15	139.99	6.15	146.14	6.15	152.29
Paydate 23 THANKSGIVING	16.00	48.00	3.08	70.77	3.69	84.93	4.62	106.16	5.54	127.38	6.15	133.53	6.15	139.68	6.15	145.83	6.15	152.03	6.15	158.18
Paydate 24	0.00		3.08	73.84	3.69	88.62	4.62	110.77	5.54	132.92	6.15	139.07	6.15	145.22	6.15	151.37	6.15	157.52	6.15	163.67
Paydate 25 DECEMBER	48.00	96.00	3.08	76.92	3.69	92.31	4.62	115.39	5.54	138.46	6.15	144.61	6.15	150.76	6.15	156.91	6.15	163.06	6.15	169.21
Paydate 26	0.00		3.08	80.00	3.69	96.00	4.62	120.00	5.54	144.00	6.15	150.15	6.15	156.30	6.15	162.45	6.15	168.60	6.15	174.75
TOTAL HOURS	96.00	96.00	80.00	80.00	96.00	96.00	120.00	120.00	144.00	144.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00
TOTAL DAYS		12.00		10.00		12.00		15.00		18.00		20.00		20.00		20.00		20.00		20.00
MAX HOURS BANK*				352.00		384.00		432.00		480.00		512.00		512.00		512.00		512.00		512.00
MAX DAYS BANK*				44.00		48.00		54.00		60.00		64.00		64.00		64.00		64.00		64.00

Indyne pays on a biweekly basis (every two weeks) so that there are 26 paydays in a year
Time Away pay period accruals are based on the total number of hours due in the year divided by 26 pay periods
Employee will be advanced ninety-six (96) hours (Holiday Pay) on January 1 of each calendar year for Company designated holidays
* Max Hours/Days Bank includes time away Holiday and Vacation Hours/Days.

C. Company-Sponsored Holidays

- (1) Each year the Company observes certain days as official company Holidays. Except as provided in C. (3) of this Section, employees must record these days as Time Away Hours or "No Pay" hours. If recorded as Time Away Hours, they will be subtracted from the employee's Time Away Bank.
- (2) If an employee chooses for religious or other reasons to observe a holiday other than a company-designated Holiday, Time Away Hours may be used for this purpose with management approval. Otherwise, the time off will be recorded as a leave without pay.
- (3) Employees who work on designated Holidays with management approval have the option of recording up to 8 hours of Time Away Hours *in addition* to their time worked hours. Time worked on a holiday shall be paid for at two times the working rate of the employee.

D. Pay in lieu of unused time away days will be as follows:

- (1) Except as provided in D. (2) of this Section, employees may not code more than 8 Time Away Hours for any one day.
- (2) Employees may choose to sell back up to 5 days (i.e., 40 Time Away Hours) of time away days during the week immediately preceding the Thanksgiving Day holiday. This is done by coding up to 16 hours of Time Away Hours per day, for up to 5 days, during the week immediately preceding the Thanksgiving Day Holiday. Employees, however, will not be allowed to record more than 8 Time Away Hours per day if it will bring their Time Away Bank into a negative balance.
- (3) Upon the occurrence of the following, unused Time Away Hours will be paid based upon the employee's working rate of pay at time of termination:

Termination of employment	Paid on termination
Layoff after at least 1 month of service	Paid on layoff
Death	Paid to beneficiary or estate
Retirement under the provisions of Company's retirement plans	Paid on termination

Section 2 - Sick and Injury Leave - Bereavement Leave

A. Definitions:

Pay for one (1) day's sick and injury leave for a full-time employee means pay for eight (8) hours at the employee's working rate at the time sick and injury leave is used.

B. Sick and injury benefits for an employee that is employed by the Company after the date of this Agreement shall be as follows:

- 1) Employees who transitioned to InDyne Inc., (Indyne) and who were on a predecessor contractor's payroll or on approved leaves of absence prior to January 1, 1984, will be granted twelve (12) days sick and injury leave on January 1, of each year. Twelve (12) days granted in January of each year will be twelve (12) days earned and accumulated during the previous year of employment.

- (2) Predecessor contractor sick and injury leave (known as "banked" sick leave) that remains unused since December 31, 1984, will be held in reserve for the injury or illness of employee only. Requests for use of these hours will be reviewed on a case-by-case basis in the event of subsequent serious illness or injury.
 - (a) Predecessor hours may be utilized with management approval in the following instances:
 - (i) Predecessor sick and injury leave will not be used in any case until all sick and injury leave granted by InDyne Inc., (Indyne) is exhausted.
 - (ii) To supplement short-term disability (STD) to bring the employee to full pay (base rate).
 - (b) Any usage of predecessor sick leave will be authorized only for employee illness or injury. Use for death in the family, personal business for the employee or family members will not be authorized.
 - (c) Predecessor sick leave will not be paid out upon termination for any reason.
 - (d) The use of predecessor time is subject to management review in the same manner as the Company hours.
 - (e) Active Payroll vs. Inactive payroll. An employee who coordinates sick leave/time away hours with short term disability benefits on a 40%/60% basis will be considered to be on the "active payroll". An employee must make the election to coordinate, if that is his/her desire, beginning the first week of absence from work. The employees must supplement a minimum of two (2) working days per workweek of absence from work.

An employee who either elects not to coordinate sick leave/time away hours with short-term disability benefits on a 40%/60% basis, or lacks a sufficient balance of sick leave/time away hours to coordinate to be "inactive" after thirty (30) days unpaid status.

- (3) IBEW employees will be advanced twelve (12) days sick and injury leave upon completion of the ninety (90) days probationary period. Any sick and injury leave payoff for IBEW employees will only include that portion that has been on the books for one (1) full year and earned.
 - (a) Except as provided below, in the event an employee is absent from work because of sickness, injury, death in the immediate family (employee's mother, father, sisters, brothers, children, grandparents, grandchildren, spouse, spouse's mother and father, stepchildren and, if living in the employee's home, foster children), or personal business, the employee shall be entitled to twelve (12) days sick and injury leave with pay during each year of service time.
 - (b) No sick and injury leave shall be paid an employee for any days for sick and injury leave until he has completed ninety (90) calendar days continuous service time from the date he starts work after his hire or rehire without seniority. After completion of his probation period, the employee will acquire one day each month retroactive to date employed.

- (c) An employee starting a new year of service time immediately following return from layoff shall not be credited with any sick leave which accrued in and remained unused from the service time year in which he was laid off. Such new year of service time, together with prior years of service time, shall not entitle such employee to a total of more than twelve (12) days sick and injury leave within any period of twelve (12) calendar months of service time.
- (d) Employees receive pay for full day absences from work because of sickness or injury, or critical illness, or personal business at the rate of twelve (12) days for each year of service. Employees can take the time when the absence occurs, or accumulate sick leave up to a maximum of 30 days. Any days unused and in excess of 30 will be paid off at the end of the next year of service time. Accumulated sick leave is paid at the employee's working rate in effect when requested for payoff.
- (e) Employees will be permitted to take sick leave in increments of on one tenth (1/10) hour at a time.
- (f) An employee absent from work must inform the Company prior to the start of the employee(s) shift in accordance with a reasonable Company policy.

C. Bereavement Leave

All Bargaining Unit employees of InDyne are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of an immediate family member (defined as: parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister). One (1) day of paid funeral leave will be granted in the case of the death of a grandparent, spouse's grandparent or sibling, or any extended family member residing in the employee's home.

Pay for funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of the employee's vacation occurs on any days of absence, the employee may not receive holiday or vacation pay in addition to funeral leave. An excused absence for family death may not be retroactive, postponed or split.

D. Unused Sick and Injury Leave

At the end of each year of service time, each employee may be paid for the days of unused sick and injury leave to which they have become entitled under Section 4 of this Article. Pay for such days of unused sick and injury leave shall be at the employee's working rate in effect at the end of his sick leave eligibility year. Such unused sick and injury leave may be deferred for a maximum accumulation of 30 days. Any earned sick and injury leave may be used in the subsequent years as sick and injury leave or the employee may receive pay for such earned sick and injury leave during the subsequent year(s) at one of the following times:

- (1) At the time vacation is taken.
- (2) At any time with administrative approval (normally after two [2] weeks notice).
- (3) After termination for any reason.
- (4) At the end of such service year(s) if still accumulated and unused.

E. Verification and Notification

All sick and injury leave and Bereavement Leave is subject to verification by the Company. An employee shall notify the Company of his illness or injury or of a death in his immediate family requiring his absence.

Section 3 - Holiday Observance Schedule

A. Days to be observed:

The Company recognizes the following holiday schedule during the period of this Agreement:

2007

Memorial Day	May 28 (Monday)
Independence Day	July 04 (Wednesday)
Labor Day	September 03 (Monday)
Thanksgiving	November 22 (Thursday)
Day After Thanksgiving	November 23 (Friday)
Christmas/New Year	December 24 (Monday)
Christmas/New Year	December 25 (Tuesday)
Christmas/New Year	December 26 (Wednesday)
Christmas/New Year	December 27 (Thursday)
Christmas/New Year	December 28 (Friday)
Christmas/New Year	December 31 (Monday)

2008

New Year's Day	January 01 (Tuesday)
Memorial Day	May 26 (Monday)
Independence Day	July 04 (Friday)
Labor Day	September 01 (Monday)
Thanksgiving	November 27 (Thursday)
Day After Thanksgiving	November 28 (Friday)
Christmas/New Year	December 24 (Wednesday)
Christmas/New Year	December 25 (Thursday)
Christmas/New Year	December 26 (Friday)
Christmas/New Year	December 29 (Monday)
Christmas/New Year	December 30 (Tuesday)
Christmas/New Year	December 31 (Wednesday)

2009

New Year's Day	January 01 (Thursday)
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Section 4 - Leaves Without Pay

A. Personal Leaves

Leaves of absence may be granted to employees without pay. On a leave of absence of ninety (90) calendar days, or less, an employee shall accumulate seniority. On a leave of absence exceeding ninety (90) calendar days, seniority shall accumulate after ninety (90) calendar days only if specified by the terms of leave.

B. Union Requested Leaves

On leaves of absence granted for Union business of Local No. 2088, the employee shall accumulate seniority during such leaves of absence. The Union may request and the Company will grant leaves of absence of three (3) or more days without pay to Union members for Union business of Local No. 2088. Such leaves and excused absences shall be limited to no more than three (3) employees at any given time, with twenty-four (24) hours written notice to the Company, except when such notice is waived by mutual consent.

C. Medical Leave

Employees who have acquired seniority and are unavoidably absent due to illness or physical disability may be granted or placed on a Medical Leave of Absence for a period not to exceed twelve (12) months upon approval by their own physician and/or the Company. Upon being pronounced physically and mentally fit by the Company, and further provided they have the necessary seniority, they shall be returned to their former status. Such employee shall notify the Company at least ten (10) working days in advance of his return. Those employees returning from medical leave of absence, as hereinafter defined, will furnish a signed letter from his personal physician, attesting to his physical fitness for resumption of employment and will make arrangements through the Labor Relations office to be examined by the Company physician before returning to work. The twelve month period may be extended month to month for up to an additional twelve (12) months, subject to the requirements of the KICS contract, provided the employee's unrestricted return to duty is reasonably foreseeable within the period of extension. An employee shall accumulate seniority while on medical leave. An employee who engages in gainful employment while on medical leave of absence without prior written approval from the Company shall be subject to termination.

D. Full Time Paid Union Official

It is the policy of InDyne Inc. (Indyne) to grant indefinite leaves of absence to InDyne Inc. (Indyne) employees who become full-time paid officials of unions (including the International) which have, and continue to have, representation at InDyne Inc. (Indyne). In the event this facility ceases operation, the leave is to be terminated not later than the date the last represented employee in the applicable bargaining unit is laid off. Such leaves of absence are for the purpose of recognizing fully accumulated seniority, establishing terms of continued or renewed benefit participation, and determining the appropriate rate of pay in the event such an official returns to InDyne Inc., (Indyne) as an active employee within 60 days following severance as a Union employee.

While on leave of absence, it is InDyne Inc., (Indyne) policy to permit full-time union officials to participate at no cost to the Company in the group medical, dental plan, and life insurance plans in effect for represented employees in the area from which the official is on leave. Full premiums at group rates for the coverage selected by the union official are to be paid directly to InDyne Inc., (Indyne) or the selected carrier as applicable. InDyne Inc., (Indyne) will make whatever arrangements are necessary with the carrier to ensure that the coverage when requested is provided. Claims under the selected coverage will be administered by InDyne Inc. (Indyne), as required.

At the termination of an employee's tenure of full time Union employment such employee shall be reinstated to the active payroll in the same job classification, consistent with accumulated seniority, at the base hourly pay rate which would have been attained had the employee been on the active payroll during the leave of absence.

E. Family Medical Leave Act.

The Company and Union have fully discussed the Federal Family and Medical Leave Act of 1993 (FMLA) and certain practices left to employer discretion under that Act. In order to ensure clear and equitable leave policies consistent with the FMLA, the parties hereby agree as follows:

All current provisions of the Agreement between the Company and Union and mutually acknowledged practices thereunder pertaining to employee leaves of absence will remain in full force and effect, except as modified by effect of law and the specific agreed-to exceptions enumerated below:

1. In determining the 12-month period during which an employee shall be entitled to 12 weeks of leave for FMLA covered purposes, the calculation method used will be a "rolling 12-month period" measured backward from the date an employee uses any FMLA leave.
2. Intermittent leaves as defined under FMLA regulations will not be permitted except as medically necessary for the care of the serious health condition of the employee or employee's son, daughter, spouse, or parent.
3. In the event an employee fails to return to work for at least 30 calendar days following expiration of approved FMLA leave, the employee shall reimburse the Company for the cost of maintaining health care benefits during any unpaid portion of the leave. The employee shall not be obligated for reimbursement if the failure to return to work is due to recurrence or continuation of a qualifying serious health condition or is otherwise beyond the employee's control.
4. Employee(s) may use any available sick / personal business or vacation time while on family medical leave.

Section 5 - Jury Duty

A. Jury Service

- (1) When an employee is absent from work during his regular eight-hour shift or regular five-day work week, in order to serve as a juror or to report to the court in person in response to a jury duty summons, he shall be paid for those hours absent from work. If an employee is released from jury duty on a work day with sufficient time, including reasonable travel time to report to work for at least one-half the regular work shift, the employee shall report to work or forfeit the one-half day jury pay. Normally, no employee shall be paid more than a total of twenty (20) regular eight (8) hour shifts in any one calendar year at the employee's working rate.
- (2) An employee assigned to second or third shift may be temporarily reassigned to first shift commencing the first day of jury duty. The Company will not be penalized for providing less than a five-day notice of shift change. The same shall apply for jury examination or appearance as a subpoenaed witness as defined in paragraph B or C below.
- (3) Pay for work time lost while on jury service shall be computed at the employee's working rate in effect at the time of such absence. In no case will payment be made for jury service performed on the sixth or seventh day of an employee's regular assigned work week, or for hours in excess of the employee's regular eight-hour shift.

B. Jury Examination

- (1) An employee who must report for jury examination will be paid for work time lost only when he cannot report for such examination on his own time. Such payment for work time lost shall not exceed payment for time reasonably required for travel to the place designated for such examination and return to the plant plus the time required for such examination.
- (2) Pay for work time lost when appearing for jury examination shall be computed at the employee's working rate.

C. Service as a Witness

When an employee is absent from work in order to serve as a witness in a case in a court of law (other than a case against the Company) to which he is not a plaintiff or defendant either directly or as a member of a class and where such absence is in response to a legally valid subpoena he shall be granted pay for those hours for which he is for such reason absent from work during his regular eight-hour day or regular five-day work week. Such employee may be required to submit evidence of such service as a witness to the Company in order to qualify for such payment. Pay for absence due to service as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above.

Pay for work time lost for jury duty or service as a witness as provided above shall together not exceed, for any one employee, a total of twenty (20) regular eight-hour days in any one calendar year without the Company Program Manager approval.

D. Verification for Payment

To receive pay for work time lost, an employee must promptly notify his Department Head of any notice he receives to report for jury examination or jury service and he must provide the Company with a statement by an official of the Court certifying as to the length of time and date of the employee's appearance for examination, or as to service as a juror or appearance in Court for that purpose, and the date or dates of attendance.

Section 6 - Military Reserve Training Leave

An employee on the active payroll of the Company who is required to engage annually in two consecutive weeks (up to 14 consecutive days) of military reserve training, including National Guard, shall, upon the employee's request, be granted a leave of absence for the period of training. An employee granted such leave who has at least twelve (12) months of military reserve service credit immediately prior to commencement of the training period, shall be paid the difference between the pay received for the training period (excluding subsistence, travel and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked his normal work schedule (excluding overtime) during the training period.

Leave for employees who do not have at least twelve (12) months of military reserve service credit shall be unpaid. The "amount of wages" shall be determined on the basis of a forty (40) hour weekly work schedule at the employee's regular working rate in effect on the last day worked immediately preceding the date the training leave commences. To obtain payment under this provision, the employee shall submit certification, satisfactory to the Company, of participation in the two-week training period and of the amount of pay received for the two-week training period.

Section 7 - Severance Pay

Employees with more than six (6) months of continuous service credit, who have established seniority, shall be entitled to severance pay when they are involuntarily laid off because of lack of work for a period in excess of thirty (30) days; however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage at locations where work is performed between InDyne, Inc., (InDyne) and IBEW, Local 2088, or from strikes or work stoppages occurring at the facilities used by the Company's employees, resulting in the inability to maintain normal operations.

A. Bargaining Unit Employees

The severance pay for employees on the payroll of InDyne, Inc., (InDyne), shall be as follows:

Length of Service	Layoff Pay
6 months to 1 year	1 week
1 year to 2 years	2 weeks
2 years to 3 years	3 weeks
3 years to 4 years	4 weeks
4 years to 5 years	5 weeks
5 years to 6 years	6 weeks
6 years to 7 years	7 weeks
7 years to 8 years	8 weeks
8 years to 9 years	9 weeks
9 year to 10 years	10 weeks
10 years to 11 years	11 weeks
11 years to 12 years	12 weeks
12 years to 13 years	13 weeks
13 years to 14 years	14 weeks
14 years to 15 years	15 weeks
15 years to 16 years	16 weeks
16 years to 17 years	17 weeks
17 years to 18 years	18 weeks
18 years to 19 years	19 weeks
19 years and over	20 weeks

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. An employee who is recalled to employment with the Company during the waiting period shall be paid for the period of layoff at the rate of one week of severance pay for each full week on layoff to the maximum of his entitlement under the above applicable schedule. Such employee will be credited with his unused severance allowance against any future termination for which severance allowance is due. The employee will also be entitled to earn additional severance allowance in accordance with his continuous service credit from the date of his reinstatement after he has accumulated six (6) months' additional continuous service credit with the Company.

Employees under Schedule A, above, recalled within the waiting period will be limited to a total of twenty (20) weeks severance credit accumulation including the aggregate of all weeks paid in prior layoff(s) with the Company, unused credits remaining therefrom, and any additional credits subsequently earned.

Employees will not be eligible for severance payment under this policy in the event the Company's contract with NASA is terminated in full or in part, if the employee within thirty (30) days after termination of his employment or completion of his contract, whichever date is the later, is employed by or accepts employment, with a succeeding contractor under a follow-on contract.

The Federal allocability of costs incurred under the contract are governed by Federal Acquisition Regulations (FARs). The provision covering the allocability of severance pay at the time of expiration of the Company's contract, contained in FAR 31.205-6, is as follows:

"Payments made in the event of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment, or continued employment by the contractor at another facility, subsidiary, affiliate, or parent company of the contractor, are not severance pay and are unallowable. Severance payments, or amounts paid in lieu thereof, are not allowable when paid to employees in addition to early or normal retirement payments."

Accordingly, it is agreed that an employee will be eligible for severance payment in accordance with Section 7, Severance Pay, of the Collective Bargaining Agreement except as modified above.

It is understood and agreed that this restriction on payment of severance pay shall be deleted if in the future severance pay under the foregoing conditions becomes an allowable cost under the Company's contract.

ARTICLE VII - PAY PROVISIONS

Section 1 - Wage Rates

Definitions

An employee's "base rate," for purposes of this Agreement, shall be the straight time hourly rate applicable to his classification, exclusive of any differential, bonus or premium. An employee's "working rate," for the purposes of this Agreement, shall be his "base rate" of pay plus any shift differential, Red Crew and/or odd work week premium.

Section 2 - Hours of Work and Overtime

A. Hours of Work and Overtime Policy

The Parties recognize the importance to the National Space Program of the work being performed under the terms of this Agreement and the Company agrees that consistent with meeting the requirements to support NASA operations, every effort will be made to arrange work schedules so that a maximum number of employees will be assigned to shifts Monday through Friday in the bargaining unit. However, the Company reserves the right to assign employees to work five (5) consecutive days other than Monday through Friday where continuous operations are necessary to support NASA operations.

The Company has the right to establish new or revised shift schedule(s) in order to comply with operational requirements of NASA and the Company's requirements under the KICS Contract in accordance with this Article.

This Agreement shall not be construed as guaranteeing any employee a specific number of hours of work per day or per week. The Company shall not be limited in the exercise of its right to require an employee to work overtime.

B. Pay Week, Work Week and Work Day

- (1) The standard pay week consists of one-hundred-sixty-eight (168) consecutive hours beginning at 0001 Friday and ending at 12:00 midnight the following Thursday (i.e., seven (7) consecutive calendar days).

The standard work week consists of one-hundred-sixty-eight (168) consecutive hours beginning at 0001 Monday and ending at 12:00 midnight the following Sunday (i.e., seven (7) consecutive calendar days).

An odd work week consists of one-hundred-sixty-eight (168) consecutive hours commencing at the beginning of the first of five (5) consecutive work days other than the normal schedule of Monday through Friday.

- (2) "Regular Work Day"

For the determination of daily overtime and of overtime worked in the "regular work week," on "scheduled days off," and on holidays, the "regular work day" will be used and will consist of twenty-four (24) consecutive hours, from 12:00 midnight to 12:00 midnight (the calendar day), except that in the event the third shift is scheduled to commence work prior to midnight, the regular work day will commence as of the starting time of said shift. In all cases, the first "regular work day" in the "regular work week" will begin at the time the "regular work week" begins. Hours worked on, or in conjunction with, a regular shift starting in the "regular work day," will be counted as worked in such "regular work day."

Employee's who are pre-shifted may request and elect, with management approval, to leave work after the completion of eight (8) hours work. The applicable overtime rate will be paid for hours worked before the commencement of the employee's regular shift.

When an operational requirement is scheduled that would require an employee to work past the end of his regular shift, the employee may request and elect, with management approval, to be post-shifted. The applicable overtime rate will be paid for hours worked past the employee's regular shift.

All shifts worked as outlined above shall consist of eight (8) consecutive hours during regular work days, exclusive of meal periods.

- (3) Hours worked in excess of eight (8) hours in any one day of an employee's work week shall be paid for at one-and-one-half times the sum of the working rate, any flight pay and/or sea duty pay, if applicable, except that hours worked in excess of twelve (12) hours in any one such day shall be paid for at two times the sum of the working rate, any flight pay and/or sea duty pay, if applicable.
- (4) Hours worked on the sixth day of an employee's work week shall be paid for at one-and-one-half times the sum of the working rate, any flight pay and/or sea duty pay, if applicable, except that such hours worked in excess of twelve (12) hours shall be paid for at two times the sum of the working rate, any flight pay and/or sea duty pay, if applicable.
- (5) Hours worked on the seventh day of an employee's work week shall be paid for at two times the sum of the working rate, any flight pay and/or sea duty pay, if applicable.
- (6) Consecutive hours worked in excess of twelve (12) hours shall be paid for at two times the sum of the working rate, any flight pay and/or sea duty pay, if applicable, even though such consecutive hours begin in one work day (twenty-four hour period) and end during the following work day (twenty-four hour period); provided, however, that any hours worked during the seventh day of an employee's work week shall be at the double time rate.
- (7) The "normal work week" for employees covered by this Agreement shall consist of five (5) consecutive days, Monday through Friday, not exceeding eight (8) hours in any one "regular work day" of twenty-four (24) hours. The "normal work week" for continuous operations shall consist of five (5) consecutive days, not exceeding eight (8) hours in any one "regular work day" of twenty-four (24) hours. The Company reserves the right to assign affected employees to a nonstandard work week (five [5] consecutive days) other than stated in (1) above for continuous twenty-four (24) hour seven-day operations.

C. Regular Shift

A "regular shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "regular work day," exclusive of meal periods.

Regular shifts shall be scheduled in advance and quarterly bidding for shift assignments will be held within work groups in accordance with Schedule B.

The Company shall give written notice of at least five (5) working days of any change in regular shifts or work weeks to the Union and the affected employee(s).

The designated time of beginning each shift shall be a period of time within the following schedule:

- 1st Shift - between 0400 and 0800
- 2nd Shift - between 1200 and 1600
- 3rd Shift - between 2000 and 2400

The Company agrees that there shall be no staggered start times of regular shifts within a work group.

D. Shift Differential

The time when an employee actually commences work will determine whether or not he has worked a premium shift for purposes of shift differential pay only.

All employees hereafter who are normally assigned to work a second or third shift shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour in addition to other premiums for all hours paid.

Employees required to perform second or third shift work on any of their regularly scheduled day(s) off, who are not normally assigned to work a second or third shift, shall receive a shift differential of one dollar and twenty-five cents (\$1.25) for all hours worked on said shift.

However, no employee shall receive "night shift" differential pay for any hours worked before or after his regularly scheduled shift.

E. Odd Work Week Premium

Employees normally assigned to and working an odd work week schedule (other than Saturday and Sunday off) will receive odd work week premium of one-dollar (\$1.00) per hours for all hours paid.

F. Computation of Overtime Payment

- (1) Hours worked in excess of eight (8) hours but not in excess of twelve (12) hours in any one work day shall be paid at one-and-one-half (1 1/2) times the sum of the employee's working rate, any flight pay and/or sea duty pay, if applicable. Hours worked in excess of twelve (12) hours in any one work day shall be paid at two (2) times the sum of the employee's working rate, any flight pay and/or sea duty pay, if applicable.
- (2) Hours worked on the sixth (6th) day of the employee's work week shall be paid at one-and-one-half (1 1/2) times the sum of the employee's working rate, any flight pay and/or sea duty pay, if applicable, except that for hours worked in excess of twelve (12) hours shall be paid at two (2) times the sum of the employee's working rate, flight pay and/or sea duty pay, if applicable.
- (3) Hours worked on the seventh (7th) day of an employee's work week shall be paid at two (2) times the sum of the employee's working rate, any flight pay and/or sea duty pay, if applicable.

- (4) An employee required by the Company to start work prior to the established starting time of his regularly assigned shift shall be paid time-and-one-half (1 1/2) the sum of his working rate, any flight pay and/or sea duty pay, if applicable, for hours worked prior to the starting time of his regular shift with the following exceptions:
- (a) No such premium will be paid if the employee, at his request, elects to work less than a total of eight (8) hours in that work day.
 - (b) All hours worked in excess of twelve (12) hours in the work day shall be paid at two (2) times the sum of the employee's working rate, any flight pay and/or sea duty pay, if applicable.
 - (c) All hours worked during the employee's regular work shift shall be paid at the employee's normal working rate plus any flight pay and/or sea duty pay, if applicable.
 - (d) Employees will not be sent home prior to the end of their normal shift when called in early for early report time nor will they be required to report in late in order to avoid their normal eight (8) hour shift except as required in Article VII, Section 2J. (Except in [a] above.) Employees reporting late or leaving early at the direction of the Company in order to ensure proper minimum rest in accordance with established maximum work time policies shall be paid their regular hourly rate for all hours not worked during their regular shift.

G. Meal Periods

Employees shall be entitled to a meal period during which they shall be relieved of their duties. No employee shall be required to work more than six (6) hours without being given a meal period of not more than one (1) hour, such meal period to be given after the third hour and to be completed by the sixth (6th) hour. In the event an employee is not relieved of his duties for a meal period during the normal work day in accordance with the foregoing, he shall be compensated for such time and shall not be sent home prior to having worked eight (8) hours, plus the time normally allotted for his meal period. If a work period extends beyond eight (8) hours, additional meal periods may be granted when requested by the employee and approved by supervision. Meal period will not be required on the employee(s)' first or second scheduled day off.

Meal periods will be eliminated on second or third shifts when requested by the employee(s) within work groups and approved by the Company.

H. Changes in Shifts

- (1) Regular shifts will continue to be scheduled as presently established and changes in regular shifts will be made only as directed by emergency operating requirements.

In the event an employee's shift is temporarily changed (less than five [5] consecutive work days) during his regular work week, the employee shall be compensated for all hours worked outside of his previously established shift for the first day of said shift change at one-and-one-half (1 1/2) times his working rate.

In the event five (5) working days notice of a shift change is not provided, an employee shall be paid time and one-half (1 1/2) his working rate for all hours worked outside their previous regular shift on the days of their new shift for which the five (5) working days notice was not satisfied up to a maximum of three (3) days.

Any shift change will be made in accordance with Article V, Section 4 of this Agreement.

- (2) A slip-shift is where an employee is required by the Company to start work other than at the established starting time of his regularly assigned shift and not within four (4) hours prior to the established starting time of his regularly assigned shift. A slip-shift shall consist of at least twelve (12) consecutive hours, except when the employee requests and elects (with management approval) to work less than twelve (12) consecutive hours but at least eight (8) consecutive hours.

Pre, post or slip-shift will be used to support all off shift (i.e., other than employee's normal shift) requirements.

Slip-shifts are allowed only when support cannot be covered by pre and post shifting of four (4) hours work.

Employees pre-shifted will be allowed to work their regular shift except when the employee requests and elects (with management approval) to work an eight (8) hour shift.

Employees normally assigned to second or third shift will receive shift differential for all hours worked.

An employee normally assigned to first shift with a start time between 4:00 a.m. and 11:59 a.m. who works a slip-shift with a start time other than between 4:00 a.m. and 11:59 a.m. more than twice during his work week will receive second or third shift differential for all hours worked on his slip-shift.

Daily computation of overtime payment will include all paid and unpaid hours during an employee's regular/normally assigned shift.

The Company will give employees as much advance notice of slip-shift assignment as reasonably practicable. Article VII, Section 2, Paragraph 1 (1) shall not apply to pre, post, or slip-shifts.

Assignment to slip-shift is to be treated as distribution of overtime and not as a shift bid opportunity.

If the Company fails to notify an employee, at least eight (8) hours in advance, of cancellation of reporting time other than the start time of his "regular shift", the employee shall be permitted to report for such assignment unless notice of cancellation is given prior to his departure from his assigned work place during the last work period prior to such assignment.

Slip-shift does not apply to employees while enroute on either domestic or foreign travel.

I. Turnabout

When an employee is required to report back to work for another shift of eight (8) hours without having been given at least eight (8) hours off after the completion of his previous work period of not less than eight (8) hours, he shall be paid at the applicable rate for all time worked during the succeeding work period. For purposes of determining the applicable rate under the foregoing, break time will accumulate, although there shall be no payment for such break time.

An employee will not normally be obligated to work more than sixteen (16) continuous hours. Whenever an employee works sixteen (16) continuous hours, he will be given at least an eight (8) hour break before being required to report for his next work period. This provision may be waived when required to eliminate hazards to employees and/or critical equipment or system and is excluded for employees traveling to or from a CLS location.

J. Cancellation of Irregular Report Time

If the Company fails to notify an employee, at least eight (8) hours in advance, of cancellation of reporting time other than the start time of his "regular shift," the employee shall be permitted to report for such assignment unless notice of cancellation is given prior to his departure from his assigned work place during the last work period prior to such assignment.

In the event an employee reports for assignment under the provisions of this Section, he shall be given not less than the equivalent of four (4) hours pay at the applicable rate; provided however, that any amount paid for hours actually worked shall be credited against such minimum guarantee.

K. Irregular Work Periods

When the longest period worked in a "regular work day" is less than eight (8) consecutive hours, the Company will pay an employee, who is available for work, at his straight time rate for difference between the number of hours worked in one such period and eight (8) hours. In computing the payment due under this provision for hours not worked, no other Section of the Agreement shall apply. This provision shall not apply to "scheduled days off" or to holidays.

L. Call-in Pay

Whether or not an employee has been previously scheduled to work such days and is called in to work on a holiday or on one of his scheduled days off, or is recalled after completing a day's assignment and has checked out and left his place of employment, he shall receive not less than the equivalent of four (4) hours pay at the applicable rate; provided, however, that any amount paid for hours actually worked shall be credited against such minimum guarantee.

M. Red Crew Premium

Employees shall be paid a premium of five dollars (\$5.00) per hour when deployed as a member of a red crew.

N. Temporary Duty Assignment

An employee may be temporarily assigned to work at any location provided that such assignment does not exceed forty-five (45) calendar days. When it becomes necessary to change an individual or group of individuals reporting location, written notification will be made at least five (5) working days in advance to the employee affected; however, notification may be waived to expedite required employee training when the Company is notified of space available at training centers.

The parties may mutually agree to extend the forty-five (45) day period for Temporary Duty assignments where such extension does not violate the provisions of Article IV, Section 3 pertaining to Acquisition of Seniority in other occupational classifications.

After completing a period of forty-five (45) calendar days temporary assignment at another location, the employee will be returned to his regular assigned work location and will not be selected for temporary assignment, without his consent, for a period of ten (10) working days unless such transfer is necessitated by emergency conditions, as determined by the next higher level of supervision.

All Temporary Duty assignments will be made on the basis of operational requirements of the Company. Preference will be given within the work group by classification on the basis of seniority to employees in the affected classification who volunteer for Temporary Duty assignment. In the event of an insufficient number of volunteers, preference will be given within the work section by classification on the basis of seniority to employees in the affected classification who volunteer.

In the event of an insufficient number of volunteers, preference will be given within the seniority group by classification on the basis of seniority to employees in the affected classification who volunteer. In the event of an insufficient number of volunteers, the least senior affected employee(s) will be assigned from the seniority group.

O. Cross-utilization

Cross-utilization is the temporary re-assignment of personnel to meet work requirements. For purposes of this Agreement, it is divided into two (2) types; Real Time Cross-utilization and Normal Cross-utilization. Real Time Cross-utilization is defined as lasting a day or less and is intended to meet last minute needs. The Lead Technician will assign the personnel needed to meet these requirements. Normal Cross-utilization is defined as lasting from one (1) to five (5) days and is intended to meet those requirements not meeting the criteria for Real Time Cross-utilization. Lead Technicians will request volunteers from the work group to fill those needs and select the most senior. In the event no one volunteers, the least senior personnel will be forced. For both types, management will designate the contributing work group. For both types, personnel may report to their normal work locations. Lead Technicians, Chief Stewards and Stewards will not in-voluntarily be cross-utilized.

P. Training

The Company will provide training to ensure that the appropriate skills, experience and knowledge are available when and where they are needed. Follow-up training will be provided by the Company to ensure that employee skills and knowledge are maintained as technology advances and infrastructure modernization progresses. In determining these requirements the department manager or designee and the chief steward or designee will meet to identify, status and schedule job related training needs, opportunities and the number of certifications required, however the final decision will be determined by the company.

Preference for training will be given within the work group by classification on the basis of seniority to employees in the affected classification who volunteer. In the event of an insufficient number of volunteers, the least senior employee (s) will be assigned. However, any employee who completes a specific training opportunity or fails to be certified, when required, will not be eligible to attend the same or substantially similar training session until all affected employee(s) have the same opportunity.

Employees completing a vendor or limited training assignment will be required to train other employees through either classroom or on-the-job training.

The Company whenever possible or as required, will allow, provide and promote, the use of job related computer based training by its employees on company time.

When technology advances and infrastructure modernization require "non-system specific" training in multiple work groups, the senior volunteer(s) in the work groups where the company determines the training is required, will be offered the training.

Employees reassigned as a result of a reduction in force (RIF) within a Seniority Group will be trained as necessary.

Q. Transfers

All transfers to balance workload will be made on the basis of operational requirements of the Company. Preference will be given within the Work Section and within Work Groups by classification on the basis of seniority to employees in the affected classification who volunteer for transfer or in the event of an insufficient number of volunteers, the least senior employee(s) will be assigned.

Should a vacancy exist in any department for which there is no qualified, promotional candidate, the Company will consider requests for lateral transfers within the Seniority Group with preference to seniority prior to filling such vacancy outside the bargaining unit, consistent with other provisions of this Agreement.

R. Distribution of Overtime

Overtime shall be distributed equitably among the employees within the respective groups consistent with efficient operations. The computation of overtime shall be converted time (i.e., eight [8] hours worked at time-and-one-half [1 1/2] pay shall be charged as twelve [12] hours worked). The Company shall make such overtime records available to the employee and the Union.

Overtime will be distributed equitably in accordance with KHB 1710.2, Maximum Work Time Policy, dated November 1, 1998.

- (1) Both parties agree on the objective to establish a maximum work time policy which meets realistic human factors, personnel safety, and quality assurance goals that minimizes the probability that mishaps will occur due to excessive work hours being performed by personnel in critical positions.
- (2) Overtime assignment will be made in accordance with the limitations set forth in KHB 1710.2. The Company may schedule an individual in excess of the KHB's limitations whenever a critical or emergency condition exists. This action must be approved by the Program Manager
- (3) Management will not schedule an employee to report on a pre-shift schedule which exceeds four (4) hours prior to the start of his/her normal shift, nor will management schedule an employee to work in excess of four (4) hours after the end of his/her normal shift (12 hours maximum per work day), except in situations necessary to prevent an unsafe condition which could cause damage to flight hardware or endanger the safety of employees, or continuity to critical processes/work procedures. Overtime will be scheduled so as to allow an employee to work his/her normal shift.
- (4) Management will use sound judgment to avoid potential labor problems and every reasonable effort will be made, in fairness to all employees, to schedule that employee with the lowest amount of accumulated overtime first provided it is in compliance with KHB 1710.2 dated November 1, 1998, as amended.
- (5) Employees will be allowed to work their normally scheduled shift and under no circumstances will be sent home prior to the end of their normally scheduled eight hour shift except as outlined in Article VII of the Collective Bargaining Agreement. For purpose of hours worked and overtime, the Collective Bargaining Agreement shall apply.

- (6) Union officials and stewards will be released to attend Union meetings and meetings involved in the administration of the Collective Bargaining Agreement. While in the performance of their duties, Union Officials and Stewards will maintain their same number of hours on the overtime list within their work group.
- (7) Work groups will continue to establish overtime rules and policies as in the past, however, such rules and policies shall not conflict with KHB 1710.2 dated November 1, 1998 as amended and any of the above.
- (8) Represented employees may continue to maintain the distribution of overtime list within the work groups, however, it shall be the responsibility of the supervisor or management to insure that the overtime list is maintained in a proper manner and records will be made available at all times to the employees involved.
- (9) "Me Too": Should management of the Company institute any policy or procedure on overtime covering individuals or groups of individuals in any represented or non-represented area which is more liberal or favorable than the policy covering employees represented by IBEW, the union will have the option of receiving the benefits of the more favorable overtime policy or procedure.
- (10) Should management violate this understanding this date between the parties, the Union shall have the opportunity to request a meeting with management in order to readdress any violations or areas of concern. The Company will schedule this meeting within ten (10) days of notification from the Union. The purpose of this meeting will be to resolve any issue/problem, which may have arisen.
- (11) When overtime is scheduled within a work group which would require employees to work on their first (1st) or second (2nd) scheduled days off, the employee with the lowest amount of accumulated hours will be given first preference as to whether he prefers to work their first (1st) or second (2nd) scheduled day off, or both if applicable, provided however, the employee does not exceed NASA KHB 1710.2. This provision shall be at the option of the work group(s). However, should overtime become inequitable among employees within respective group(s) this provision shall become mandatory in order to equalize overtime among employees within the respective group(s).
- (12) When it is determined at the end of the shift that a job for that day must be extended into overtime, and the overtime period is not anticipated to be more than two (2) hours in duration, employees who were assigned to the job during their regularly scheduled hours may volunteer to continue on the job if required for job continuity. The maximum amount of hold over for the overtime shall not exceed four (4) hours.

S. Pyramiding of Premium Rate

No employee shall receive more than one (1) overtime or premium rate for the same hours worked; and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

Section 3 - Travel Reimbursement Policy

A. Domestic Travel

1. Definitions:

- (a) An employee shall be considered on Domestic Travel when sent by the Company on a temporary basis, to places within the continental limits of the United States other than a test base to which he is permanently assigned, when such temporary assignment is at such a distance that it requires the employee to obtain lodging at other than his established residence.
- (b) The provisions of the Agreement for shift and overtime premiums shall apply in the same manner as the employees regular workstation.

2. Reimbursement of Domestic Travel

Selection of employees for assignment to domestic field duty shall be at the discretion of the Company.

- (a) An employee on an authorized Company business trip within the United States will be reimbursed for actual and reasonable meal and incidental expenses in accordance with the current Federal Travel Regulations limits established therein, per the Company policy relating to reimbursement of travel for employees covered by this Agreement. "Incidentals" include valet, baggage handling and other tips, and transportation costs from lodging to obtain meals. Laundry is a separate reimbursable expense for a business trip in which at least six (6) days lodging is incurred. Original receipts or an explanation that coin laundry was used is required. Telephone costs to obtain lodging are also reimbursable as a separate cost. Such reimbursement shall be made in accordance with the standard procedures of the Company and the guidelines contained herein. The Company reserves the right to establish lodging and related costs in advance of travel. Lodging shall be comfortable and sanitary and not less than the equivalent of U. S. family class accommodations (i.e., Holiday Inn, Howard Johnson, etc.) when available and consistent with US Government contractual requirements.

Except for the day of departure and the day of return, the allowable actual expenses incurred by the employee will be considered reasonable by Management as long as the average daily amount, for the full days listed on each InDyne Inc., (Indyne) Business Expense Report, does not exceed the maximum. Within the maximum allowable, the Company will not establish separate limits for individual items such as meals, tips, etc.

Partial day meal and incidental expense reimbursement limits are prorated based on arrival and departure times, as set forth in the current Federal Travel Regulations (FTR) as updated from time to time.

Items of expense which are authorized but which will not be included in the daily maximum are:

- (1) Transportation costs.
- (2) Travelers check fee, if Traveler's check not obtainable from the Company.
- (3) Tool handling - normally \$2.00 per carry.
- (4) Personal telephone call after completion of each seven (7) days on the trip. Reimbursement will be limited to \$8.00 per seven days for domestic travel. An additional call may be made at the employee's option as an arrival or departure call and an additional call may be authorized in the event of altered arrival or departure times for each such alteration.

The actual cost of lodging will be reimbursed to the employee (if not stationed on a US compound) and must be specifically justified and submitted with the InDyne Inc., (Indyne) Business Expense Report.

- (b) While an employee is traveling to and returning from a Domestic Travel assignment, he shall be paid at his working rate for a day of departure or a day of arrival, or at the applicable premium rate if these days fall on the sixth (6th) or seventh (7th) day of his work week, or at overtime rate with respect to hours actually worked outside his regular eight (8) hour shift as follows:
 - (1) If no work is performed on such day, for eight (8) hours for such day, or
 - (2) For hours worked on such day if worked prior to departure or immediately following arrival, in addition to travel time falling within the hours of his regularly assigned shift, but not less than a total of eight (8) hours pay for such day or,
 - (3) For hours worked on such day if worked prior to departure and immediately after arrival, in addition to travel time, but in no event less than a total of eight (8) hours pay for such day.
- (c) With respect to days such employee is traveling, other than the day of departure or the day of arrival, he shall be paid at his working rate, or at his overtime rate if travel is on the sixth (6th) or seventh (7th) day of his work week, for such hours of travel time up to but not more than eight (8) hours in any one (1) day of twenty-four (24) hours.

3. Use of Personal Automobile

An employee required or permitted to use his own automobile for travel on field duty, or on occasional travel for authorized Company business, shall be reimbursed at the current per mile reflected in the Company's travel policy according to the Federal Travel Regulations for such necessary mileage.

The Company will also provide such employee with personal liability insurance coverage in the amount of \$50,000 maximum per person or \$300,000 maximum per accident with respect to other employees who are passengers and also engaged in such authorized travel. Such insurance coverage shall apply only after such employee's own personal liability insurance has first been applied.

B. Foreign Travel

This provision is limited to foreign travel and therefore is intended for that purpose only. Other provisions of the Collective Bargaining Agreement (shift assignment, hours of work and overtime, etc.) apply on arrival at the assigned overseas work site.

1. Any hourly employee assigned to perform work in a foreign country will be paid for travel and work performed in accordance with the following policy.

Regular Work Day

Hourly represented employees assigned to travel on a regular work day will be:

- (a) Paid a minimum of eight (8) hours at straight time rates.
- (b) Travel time exceeding eight (8) hours will be paid at an overtime rate of 1 1/2 times base rate. Any travel scheduled during the regular work week (excluding the 1st or 2nd day off) either to or from a foreign assignment with a scheduled stop over and/or overnight lodging of at least eight (8) hours will stop the application of overtime pay. Continuation of travel either to or from a travel assignment will require at least eight (8) hours of additional travel before the application of overtime.

If an employee is delayed enroute for reasons beyond his control (acts of God, unforeseen flight delays) and the situation makes overnight lodging impossible, overtime calculation will not recycle.

- (c) Employees assigned to duty outside the continental United States will be paid their working rate plus an overseas bonus of which the Company receives a quarterly report published by the Department of State, in consideration of the irregular requirements of such duty. Eligibility for differential payment will start on the day of departure from the United States and stop on the day of return.

Overtime calculations will be based on the employee's working rate including any overseas bonus for any work week. (The Company will calculate overtime for all weeks involving foreign travel using the foreign travel differential in accordance with methods specified in the Fair Labor Standards Act Regulations (except where double time requirements in the CBA exceed FLSA requirements).

NOTE: Per diem for travel is intended as reimbursement for actual living cost and is not included in determining overtime rates.

- (d) No work will be assigned on the day of departure or the day of arrival without work time deviation approvals in accordance with maximum work time policy. Employees assigned to foreign travel are substituting travel for other duties and therefore the provision under Article VII concerning "Regular Shift" and consecutive hours exceeding twelve (12) will not apply during assigned travel.

On arrival at the work site shift assignment provisions of the collective Bargaining Agreement will apply. Employees assigned to either the second or third shift or odd work week will be given notice at least five (5) working days before arrival at the foreign assignment of any shift change. Failure to give written notice will result in employees assigned to the second or third shift continuing to receive shift and odd work week bonus for hours worked after arriving at the foreign assignment. Shift or odd work week bonus is excluded during travel to or from a foreign assignment. Any pre or post shift assignment will be paid at the applicable overtime premium rate after arriving at the work site. Travel to or from a work site exceeding thirty (30) minutes will be recorded as time worked.

- (e) Travel is defined as a passenger, driver, or operator on an airplane, train, boat, bus or automobile.
- (f) On return from foreign assignment, employees who report to work for another shift of eight (8) hours without having been given at least eight (8) hours off after completion of his travel assignment, shall be paid at the applicable rate for all time worked during the succeeding work period. For purposes of determining the applicable rate under the foregoing, break time will accumulate, although there shall be no payment for such break time.

NOTE: However, an employee at his option may take a day of personal business or vacation without penalty, with prior management approval, based on a positive account balance. Management approval will not be unreasonably denied.

To determine eligibility for this provision, the Company Leader (supervisor) will record time of arrival at the Orlando International Airport and allow one (1) additional hour for travel from the Airport to the employee's home of record.

- (g) Travel pay is defined as:
 - (1) The time expended in transit from point of origin to the point of destination. (I.e. Paid for all time expended in transit from the departure of the employee's house until the time he arrives his hotel).
 - A. In determining the applicable start time of the travel pay the employee's travel pay will start based on the recommended Airport check in requirements of the departure airport plus one (1) hour travel allowance to the airport.
 - (2) Following job completion and with prior approval of the Company Site Supervisor, an employee may proceed to the point of departure for the return flight up to one (1) day prior to the Company scheduled departure date. Option for early departure from the job site is solely to allow employees a full night's rest prior to early morning return flight departures. Employees exercising this option will not be eligible for overtime compensation in excess of that to which they would otherwise have been entitled and any additional expense resulting from early departure shall be borne by the employee. Cancellation charges, if any, caused by travel plan changes initiated by the employee, will be paid by the employee; approval will not unreasonably be denied.

- (h) The Company will provide a room (double occupancy) if airport waiting time exceeds six (6) hours to or from foreign work assignments. This does not apply to employees scheduled to remain overnight. Employees scheduled to remain overnight are approved for single room occupancy.
- (i) All work performed by employee(s) at foreign locations shall be in accordance with the terms and conditions of the Collective Bargaining Agreement.
- (j) The provisions of the Collective Bargaining Agreement for shifts, overtime differentials and premiums shall apply in the same manner as at the employee's regular workstation.
- (k) The Company is responsible for selection of employees for foreign field duty. Assignments include considerations of qualification, seniority, operational requirements, experience and training. Consistent with the foregoing requirements the Company will adhere to fair and systematic rotation of employee assignments in accordance with the desire of employees within work groups.

2. Pay for first or second day off - Foreign Travel

- (a) Employees traveling to or from a foreign country will be paid one-and-one-half (1 1/2) time for all travel scheduled on the employees first work day off. Double time will be paid for travel assignment scheduled on the employees' second work day off.
- (b) The application of one-and-one-half (1 1/2) time for the first day off or double time for the second day off will be determined based on Eastern Standard Time or, as applicable, Eastern Daylight Savings Time on assigned trips to foreign countries. Travel time will determine applicable one-and-one-half (1 1/2) or double time calculation.
- (c) An employee traveling to or from a foreign or remote location on a scheduled holiday will be paid double time in addition to holiday pay.
- (d) Return trips will use the standard time of the foreign country where work was assigned in determining the application of overtime for return travel time.

NOTE: This is not intended to change the application of one-and-one-half (1 1/2) time or double time for actual time worked on arrival at the foreign work site.

3. Company assigned work on day of departure or return from foreign assignment:

- (a) Any employee required and directed by the Company to work on the date of departure or return from a foreign assignment may do so only in emergency situations. This emergency will require approval of Senior Management in accordance with provisions of KHB 1710.2 overtime restriction.
- (b) Any employee directed to work on the day of departure or return from foreign assignment will receive pay at one-and-one-half (1 1/2) time and/or double time in accordance with the applicable provisions of this Agreement for all work and travel exceeding eight (8) hours. Travel is defined in paragraph 1(e) above.

4. Any hourly employee assigned to perform work in a foreign country will be paid for travel expenses in accordance with the following policy and the Federal Travel Regulation (FTR).

Employees on foreign travel status shall be reimbursed for subsistence amounts equal to the maximum travel per diem allowance for foreign areas, as specified in the Federal Travel Regulations (FTR) foreign area supplement. Foreign travel subsistence will be prorated on the first and last day of travel, as set forth in the FTR.

The Company reserves the right to establish lodging and related costs in advance of travel consistent with U. S. Government contractual requirements. Lodging shall be comfortable and sanitary. When availability of suitable lodging is limited, every reasonable effort shall be made to ensure no employee is placed in substandard lodging. When a verified need to move to more suitable lodging arises and authorization is given, any additional costs within Federal Travel Regulations (FTR) limits shall be reimbursable.

Subsistence expenses include meals and incidentals. Meals include only payments for food and non-alcoholic beverages. Incidentals include valet, baggage handling and other tips, and transportation costs from lodging to obtain meals.

The actual cost of lodging will be reimbursed to the employee (if not stationed on a U.S. compound) and must be specifically justified and submitted with the InDyne, Inc., (InDyne) Business Expense Report.

Items of expense which are authorized but which will not be included in the daily maximum are:

- (a) Transportation costs.
- (b) Travelers check fee.
- (c) Tool handling – normally \$2.00 per carry.
- (d) Personal telephone calls - Employees will be eligible for reimbursement of up to \$3.00 a day for personal telephone calls. An additional call may be made at the employee's option as an arrival or departure call and an additional call may be authorized in the event of altered arrival or departure times for each such alteration. Telephone costs to obtain lodging are also reimbursable as a separate cost.
- (e) The class/fare of airline accommodations will be in accordance with Chapter 301, Part 301-10 of the Federal Travel Regulation.
- (f) Laundry is a separate reimbursable expense for a business trip in which at least six (6) days lodging is incurred. Original receipts or an explanation that coin laundry was used as required.
- (g) Employees on foreign travel for TAL site deployment will be provided a phone card to facilitate expense accounting and reimbursement for business and allowable personal calls.

5. Prior approved vacation at the conclusion of foreign assignment:

- (a) Upon approval prior to departure for a foreign assignment, an employee may take vacation leave at the expiration of the assignment.

NOTE: To be eligible, employees must have earned vacation entitlement.

- (b) Immediately upon departing Company arranged living accommodations eligibility for expense reimbursement will cease and the employee shall be responsible for all expenses incurred from that point (except the return airfare as originally arranged by the Company). Compensation for the vacation period shall be at the employee's working rate. Overseas bonus shall cease at the end of the last duty day and not apply for the balance of the trip.
- (c) An employee on scheduled vacation will only be compensated for travel pay on his return trip home based on the itinerary he would have returned under if the vacation was not taken.

C. Flight Pay

Employees who are assigned to fly on Government or contractor owned or operated aircraft as part of their operational duties will be paid their base pay plus a differential payment of twenty percent (20%) of their base pay in consideration of the irregular requirements of such duty. Eligibility for differential payment will be based on actual flying time as indicated in the pilot's flight log.

D. Sea Duty Pay

Employees who are assigned to temporary duty at sea on government or contractor owned or operated ships for one or more nights will be paid their base pay plus a differential payment of thirty (30%) of their base pay for all hours worked. Days of departure for and arrival from sea duty will be treated as full days at sea.

Section 4 - Report Time

Report Pay

An employee reporting for work on his regularly assigned shift within his normal work week schedule without previous notice not to report shall be paid a minimum of four (4) hours at his working rate or at the appropriate premium rate if on the sixth (6th) or seventh (7th) day or on a recognized holiday.

An employee may be required to perform any work reasonably within his capacity.

Section 5 - Pay Period

Paychecks shall be issued to employees during the next bi-weekly pay period following the pay period in which wages are earned. The pay period may be changed by mutual agreement.

Section 6 - Lost Time

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one tenth (1/10) of an hour's pay for each tenth of an hour or fraction thereof lost from work. The Company will not authorize the approval of personal business to cover tardiness.

Section 7 - Payroll Deductions-Company Reimbursement

Payroll deductions may be made to reimburse the Company as follows:

- A. For cost of tools and equipment issued to an employee but not returned by him, such costs to be subject to wear of such tools and equipment (less normal wear). An employee so charged shall be reimbursed by the Company in the event of the subsequent return of such tools and equipment to the Company provided they may be properly identified and are in the same condition as when issued to the employee.
- B. For money paid by the Company to a creditor or officer of the law for an indebtedness of an employee, provided demand is made upon the Company according to law.
- C. For any indebtedness due to the Company covering purchases made by an employee through the Company.
- D. For any loans or advances made to the employee by the Company.
- E. For each employee or identification badge lost or destroyed, a sum of One Dollar (\$1.00).
- F. For a lost key, the sum of One Dollar (\$1.00).

ARTICLE VIII - APPLICATION OF JOB DESCRIPTIONS AND GLOSSARY OF TERMS

Section 1 - Job Descriptions

The following basic principles govern the application of these descriptions; these same principles are to govern their use.

A. General

- (1) The title selected for a classification is that which most clearly indicates the general nature and character of the work performed, and yet serves to set the classification apart from others described.
- (2) The Summary developed for each classification is a brief description of the classification as a whole, the purpose of which is to set it forth in separation from other classifications.
- (3) The job description describes typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements may not fit all specific individual work assignments as the description when written was stated so as to be broad enough to include all variations of work in the classification as it existed throughout the Company.

B. Interpretation and Application of Job Descriptions

- (1) The job description is written to define and illustrate the job standard to be established and, as such, shall be interpreted and applied in its entirety as a composite picture of the job requirements. This means that the Summary, Work Performed (Typical Materials, Tools and Equipment Used - when applicable) and Knowledge and Ability Required, all must be considered in arriving at the proper classification.
- (2) In order to secure, or hold the classification, the employee must be assigned regularly and consistently to that work which distinguishes the classification from other classifications.
- (3) An employee's classification shall be determined in the light of the highest requirements for knowledge, ability and skill necessary to perform his regularly assigned duties. In making this determination, duties that are performed infrequently or rarely shall not be considered or made the basis of granting the higher classification.
- (4) The job descriptions are not intended for, and should not be confused with, operation sheets, work instructions, or work assignment sheets, etc.
- (5) Job descriptions were prepared on the basis that:
 - a) As part of promotional procedure, an employee performs some of the work of higher-rated jobs under guidance and instructions in order to qualify for advancement.
 - b) An employee performs the work of lower-rated or lateral jobs when required.
 - c) The normal duties of any employee may include assistance to other workers on work operations.

- d) Normal job relationships between employees include giving guidance and instruction to each other.

C. Establishment of New Jobs

- (1) The Company shall develop an appropriate job description if, after the effective date of this Agreement, a new job is established as a result of any of the following:
 - a) Introduction of new work of a nature comparable to that covered by existing job descriptions for classifications referred to in Section 1 of this Article VIII.
 - b) The combination of work covered by such existing job descriptions.
 - c) A substantial change in the duties or requirements of an established job.
- (2) The Company shall furnish the Union with the new job description and proposed rate range. If agreement on such rate range is not reached within seven (7) calendar days from the date of submission, the Company may place the new job description and rate into effect, subject to continued negotiation of such rate range. The Company will notify the Union on the date the new job description and rate are placed into effect.
- (3) If agreement as to the proper rate range is not reached within fifteen (15) calendar days from the date the job is placed into effect, either party may refer the matter to arbitration in accordance with the applicable provisions of the Agreement. The arbitrator shall have the authority to determine the rate range the new or amended classification shall have on the sole basis of the relationship which the new job bears to the rate ranges of other classifications covered by this Agreement.
- (4) Any change in the established rate resulting from these negotiations shall be retroactive to the date the Company placed such rate into effect.

D. Classification of an Employee

Each employee shall be placed in the classification proper for the work he performs, and job descriptions shall be applied in accordance with Sections 1 and 2 of this Article.

Section 2 - Glossary of Terms and Phrases

The glossary of Terms and Phrases which is placed into effect upon execution of the Agreement is incorporated herein.

A. Glossary of Terms and Phrases as used in Job Descriptions

In preparation of the job descriptions, the following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed in them by all persons using the descriptions. The meaning of words and phrases not included in this glossary shall be defined in Webster's Collegiate Dictionary.

ADAPTS: Means to utilize for other purposes than originally intended.

AS REQUIRED: Means performance of work operations, if and when such are necessary, as long as they are within the level of difficulty described.

AUTHORIZED DOCUMENT: Means any type of document which is used by the Company to transmit to the worker what is to be done, how it is to be done, and/or what specifications or requirements are applicable to the work.

BASE RATE: Straight time hourly rate applicable to employee's classification, exclusive of any differential, bonus or premium.

CHECK, FUNCTIONAL: Means to determine or ascertain whether a unit or a portion of a system performs the function for which it is intended and whether rework or alteration is required.

CHECKOUT, OPERATIONAL: Means making a complete check of an entire, completed, independent system to determine if rework or alteration is necessary.

HAND TOOLS: Includes those portable tools used by hand by the workman in the normal performance of duties and tasks of the occupation in which he works.

HELPS/ASSISTS: Means to assist or aid an employee in the performance of his duties as set up in the particular job description where the phrase exists. The assisting worker is not expected to work wholly independently, but rather cooperatively; further, he is entitled to and should receive the guidance and instructions considered usual and normal under these circumstances.

IMPROVISE: Means to contrive or make use of makeshift tooling and/or methods to meet immediate needs or requirements.

KNOWLEDGE, COMPLETE: Means full understanding of, and ability to apply, all facts that must normally be known by the worker in the occupation.

KNOWLEDGE, ELEMENTARY: Means that the employee is not expected to carry out the technical functions of his classification completely without guidance from supervision or more senior fellow workers.

KNOWLEDGE OF: Means knowledge of the inherent elements or details of a job that must be known by a worker to do his work satisfactorily.

LEAD: On the part of any classified employee to delegate as authorized, a portion of his allocated work to employees assigned to work with him and pass on sufficient information to enable those employees to accomplish their work in a manner that will result in economy, quality and efficiency. Employees classified on jobs which include lead responsibilities will:

- (a) Make detailed work allocations as instructed by the supervisor. In conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.
- (b) Be responsible for furnishing sufficient and accurate information to assigned employees.
- (c) Interpret information, answer questions, review, check work and eliminate ordinary difficulties.
- (d) Perform the other "Determining Duties and Responsibilities" specified in assigned classification.

Employees classified on jobs which include lead responsibilities are not to make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees.

MAY: Means that the function is performed by some of the personnel holding the classification, or that the function is occasionally performed but is not requisite for the classification.

PRODUCTION ILLUSTRATIONS: Are blueprints or sketches which are used as an aid in visualizing parts and/or their assembly and are usually isometric, perspective, pictorial or third angle projection drawings or photographs.

SHOP MATHEMATICS: Is that form of mathematics normally used by shop workers in the performance of the occupation in which he works.

SHOP MATHEMATICS, INCLUDING TRIGONOMETRY: Means the use of trigonometry to solve any problem that may arise in the work to which assigned.

SHOP PRACTICE: Means the generally accepted method of performing a basic, common or usual operation under specified conditions. It covers the knowledge, which is common to the occupation itself. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When used in the phrase "shop practices and procedures," practice need not imply other than practice or methods learned or acquired at the Company.

SHOP THEORY: Implies a knowledge of "why" as well as "how" a given task should be done. It implies a real understanding of the diversity of work in an occupation, of the capacities and limitations of machines used, and of the skills involved.

WHEN SO ASSIGNED: Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order, work assignment or request from immediate supervisory personnel when an occasional or incidental job requirement exists.

WHERE COMPLETE INFORMATION IS NOT READILY AVAILABLE:

- (1) This phrase is not to be interpreted as requiring the worker to develop his own information, except for such information which falls into the category of acceptable shop practice.
- (2) Where this phrase is used in a job description, it is understood that all workers in the classification will work under these conditions as required.

WORKING RATE: Base rate of pay plus any shift differential and/or odd work week premium.

WORKS WITH AUTHORIZED LIAISON PERSONNEL AS NECESSARY (OR WHEN REQUIRED): This phrase is intended to cover situations such as when trouble develops on a job, the worker goes to his lead or supervisor who, in turn, may call in a liaison person. Then the worker, being more familiar with the job, will cooperate with the liaison person to straighten out the trouble.

It is understood that all statements used in specific job descriptions are to be interpreted on the basis of the level of difficulty contained in the respective descriptions.

ARTICLE IX

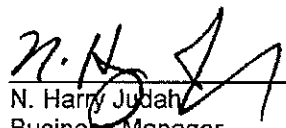
Section 1 - Effective Date of Agreement

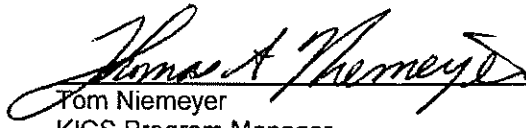
The Agreement shall, except as otherwise specifically provided in the Agreement, become effective as of May 1, 2007.


This Agreement, which becomes effective May 1, 2007, is accepted and agreed to by the parties hereto as indicated by the signature of the parties duly authorized representatives which appear below:

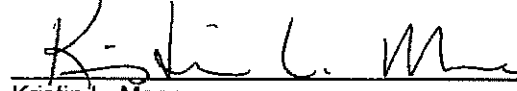
Local Union No. 2088
International Brotherhood of
Electrical Workers

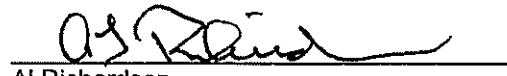
InDyne, Inc.



N. Harry Judah
Business Manager



Tom Niemeyer
KICS Program Manager

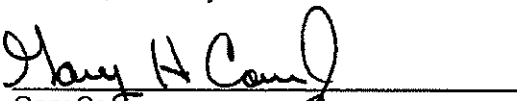

J. D. Hudson
Chief Steward



Kristin L. Moore
Director, Business and Program Control


Al Richardson
Chief Steward


Derald Roth
Director, Voice Systems



Jose Figueroa
Steward


Gary Carr
Supervisor, Voice Operations


Dayton Reedy
Steward


Don Fahey
Supervisor, Comm Control


Robert Schneider
Supervisor, Transmissions Systems


Wm. J. Rauckhorst II
Manager, KSC-TV



SCHEDULE A - IBEW JOB CLASSIFICATIONS BY GRADE

JOB TITLE	GRADE
Field Systems Specialist, Senior	01
System Planning Specialist, Senior	01
Cable / Wire Field Systems Specialist	01A
Imaging Field Systems Specialist	01A
Networks Field Systems Specialist	01A
Transmission Field Systems Specialist	01A
Voice Field Systems Specialist	01A
System Planning Specialist	01A
Communication Systems Coordinator	02
Technician - Lead	02
Drafter - Senior	03
Technician	03
Circuit Analyst	04
Resources Coordinator	06
Paging Operator	09

Employee(s) in the various occupational classification(s) of Field Systems Specialist with Labor Grade 01A will be treated as one classification for the purpose of layoff and recall.

SCHEDULE B - SENIORITY GROUPS**SENIORITY GROUP 1 - TECHNICIAN SENIORITY GROUP**

Work Section	1.1	Imaging Services
Work Group:	1.1.1	KSC TV Multi Media Technician
	1.1.2	Imaging Technician
Work Section	1.2	Voice Systems
Work Group:	1.2.1	Voice Technician
	1.2.2	Communications Shops Technician
	1.2.3	Video Shops Technician
Work Section	1.3	Telecommunications Systems
Work Group:	1.3.1	Transmission Technician
	1.3.2	Cable Technician
	1.3.3	Wire Technician
	1.3.4	Network Technician
Work Section	1.4	Paging
Work Group:	1.4.1	Paging Operator

SENIORITY GROUP 2 – TECHNICAL SUPPORT SENIORITY GROUP

Work Section	2.1	Imaging Services
Work Group:	2.1.1	Imaging Services/Systems Field Systems Specialist
Work Section	2.2	Voice Systems
Work Group:	2.2.1	Voice Systems Field Systems Specialist.
Work Section	2.3	Transmissions Systems
Work Group:	2.3.1	Transmissions Systems Field Systems Specialist
	2.3.2	Cable Systems Field Systems Specialist
	2.3.3	Wire Systems Field Systems Specialist
	2.3.4	Networks Systems Field Systems Specialist
Work Section	2.4	Planning & Requirements
Work Group:	2.4.1	System Planning Specialist
Work Section	2.5	Resource Coordinator
Work Group:	2.5.1	Resources Coordinator

SCHEDULE B

Work Section	2.6	Communications Control
Work Group:	2.6.1	Communications Systems Coordinator

Work Section	2.7	Drafting
Work Group:	2.7.1	Drafter

The "Seniority Groups," "Work Sections," and "Work Groups" listed above are established by the Company for the purpose stated below and are recognized by the Union for such purposes. The Company may make changes to this schedule based on operating requirements, but will give the Union seven (7) calendar days written notice prior to effective date of such change(s).

Seniority Group - Seniority Groups are to be used only for purposes of administering layoff and recall as specified in Article V, Section 1 and 3, respectively.

Employees who have established seniority in Seniority Group(s) 1 or 2 as of May 01, 2004, will automatically establish seniority in any new seniority group(s) should any of their seniority group responsibilities be transferred to the new seniority group.

Work Section - Employees may be completely cross-utilized within a Seniority Group without regard to shift assignment on straight time. For cross-utilization on overtime an employee will not be used in a Work Group other than his own unless all employees in the Work Group in which he is being cross-utilized are working or not available to work.

Work Group - Work groups shall be used for applying:

- (a) Shift preference - under Article V, Section 4.
- (b) Time Away Days selection - under Article VI, Section 3.
- (c) Overtime distribution - under Article VII, Section 2.
- (d) Promotional consideration
- (e) Where there is more than one report location within the same work group, the report locations will be bid quarterly by seniority except where training is required.

APPENDIX A

Wages

This will confirm our agreement reached during negotiations concerning employee wages and benefits.

1. 2007 General Wage Increase

Effective June 08 2007, each employee covered by this Agreement who is on the active payroll of the Company on June 08, 2007, or upon return to the active payroll from an approved leave of absence, shall receive an increase in base rate of pay of three and a half percent (3.5%). In no event shall the resulting base pay rate exceed the established pay rate maximum.

2. 2008 General Wage Increase

Effective June 06, 2008 each employee covered by this Agreement who is on the active payroll of the Company on June 06, 2008, or upon return to the active payroll from an approved leave of absence, shall receive an increase in base rate of pay of three and a half percent (3.5%). In no event shall the resulting base pay rate exceed the established pay rate maximum.

3.. An employee returning to the active payroll of the Company from layoff, approved educational leave of absence, approved personal leave of absence or an approved medical leave of absence shall have their hourly rate adjusted to include all GWI(s) missed during their absence on the effective date of return to the active payroll.

4. Sequence

When a General Wage Increase (GWI) occurs on the same date as an Automatic Rate Progression (ARP), the GWI will be calculated before any applicable ARP.

WAGE STRUCTURE

LABOR GRADE	Present		Effective June 08, 2007		Effective June 06, 2008	
	MIN	MAX	MIN	3.5% MAX	MIN	3.5% MAX
1	19.99	31.66	19.99	32.99	19.99	34.14
1A	19.02	30.91	19.02	31.99	19.02	33.11
2	19.02	30.16	19.02	31.22	19.02	32.31
3	18.76	28.94	18.76	29.95	18.76	31.00
4	17.48	27.60	17.48	28.57	17.48	29.57
5	16.14	24.94	16.14	25.81	16.14	26.71
6	15.15	23.42	15.15	24.24	15.15	25.09
7	14.20	21.90	14.20	22.67	14.20	23.46
8	13.22	20.41	13.22	21.12	13.22	21.86
9	12.27	18.95	12.27	19.61	12.27	20.30
10	11.28	17.44	11.28	18.05	11.28	18.68

Effective June 08, 2007, Labor Grade 1 maximum reflects an additional increase of .73% to accommodate a \$1.00/hour temporary promotion.

APPENDIX B**Benefits****1. Retirement Plan**

The Company contribution to the Hourly Capital Accumulation Plan will be \$33.50 per week for each week worked effective May 1, 2007 (vacation and sick leave count as time worked), which is invested by the Plan trustees among available options, as designated by each employee. The Company contribution to the Hourly Capital Accumulation Plan will be \$34.50 per week for each week worked, effective October 1, 2007; \$35.50 per week for each week worked, effective October 14, 2008. (Vacation and sick leave count as time worked).

2. Savings (401k) Plan

Employees covered by this Agreement will be able to participate in the Savings Plan (401k) with a Company match of 60% for the first 6% of the employee's salary contributed to the plan. Employees will be subject to all remaining terms and conditions of said plan.

This will confirm the parties understanding in the 2007 contract negotiations that the Company will maintain the Employee Savings (401K) Plan with the contribution and employer matching provisions for the life of the new Agreement.

3. Health Insurance

The Company will offer the following health insurance plans:

- EPO PLAN
- PPO PLAN

Employee contributions will be twenty percent (20%) of the total cost of the EPO and thirty (30%) of the total cost of the PPO, but will not exceed the annual 15% ceilings specified below:

BiWeekly Employee Contribution			
	FIXED	CEILING	CEILING
EPO (HMO)	<u>1-Jul-06</u>	<u>1-Jul-07</u>	<u>1-Jul-08</u>
Employee	\$ 29.64	\$ 34.09	\$ 39.20
Employee + Spouse	\$ 72.63	\$ 83.52	\$ 96.05
Employee + Child(ren)	\$ 57.81	\$ 66.48	\$ 76.45
Family	\$ 87.45	\$100.57	\$115.65

BiWeekly Employee Contribution			
	FIXED	CEILING	CEILING
PPO	<u>1-Jul-06</u>	<u>1-Jul-07</u>	<u>1-Jul-08</u>
Employee	\$ 65.98	\$ 75.88	\$ 87.26
Employee + Spouse	\$160.86	\$184.99	\$212.74
Employee + Child(ren)	\$129.34	\$148.74	\$171.05
Family	\$194.67	\$223.87	\$257.45

The co-pay for prescription drugs shall be:

		Retail <u>30-day Supply</u>	Mail Order <u>90-day Supply</u>
Tier 1	Generic	\$10.00	\$20.00
Tier 2	Preferred Brand	\$30.00	\$60.00
Tier 3	Non-Preferred Brand	\$50.00	\$100.00

Insurance providers may be changed during the term of this agreement. Should the Company desire to change the benefit plan(s) structure, the Union will be advised and the Parties will meet within fifteen (15) working days at the request of either Party to enter into negotiations pertaining to Health Insurance.

The Parties agree to reopen negotiations at the request of the Union after a thirty (30) day notice should the Union desire to implement an alternate health insurance plan. The Company and Union will enter into negotiations and bargain in good faith to establish a fair and equitable cost sharing agreement providing the Company's contribution to the Union's health insurance plan does not exceed the Company's proportion or cost of the InDyne provided health insurance plan.

Dental Insurance

The Company will offer dental insurance in accordance with the InDyne, Inc. Group Benefit Plan. The employee contributions will be twenty percent (20%) of the Company cost.

For the two (2) year period January 1, 2007 through December 31, 2008, employee biweekly contributions will be:

	BiWeekly Employee Contribution 01/01/07 – 12/31/08
DENTAL	
Employee	\$ 3.08
Employee + Spouse	\$ 6.22
Employee + Child(ren)	\$ 6.70
Family	\$ 9.84

Insurance plans, provider, rates, and premiums may be modified during the term of this agreement.

Vision Insurance

The Company will continue to offer Vision insurance.

Effective May 1, 2007 and thereafter, the employee(s) biweekly contributions will be twenty percent (20%) of the Company cost.

Insurance plans, providers, rates, and premiums may be modified during the term of this agreement.

4 Life Insurance

The Company will provide basic life insurance for the employee at the rate of 1.5 X the employee's base annual salary, up to a maximum of \$150,000.00.

Employees may purchase additional coverage, up to a maximum of \$500,000.00 in increments specified by the Company. Employees can convert optional life insurance coverage into an individual policy if they terminate employment with the Company.

5. AD&D

The Company will provide basic Accidental Death & Dismemberment (AD&D) insurance for the employee at the rate of 1.5X the employee's base annual salary, up to a maximum of \$150,000.00.

Employees may purchase additional coverage, up to a maximum of \$500,000.00 in increments specified by the Company.

6. Short Term Disability

Employees may purchase optional Short Term Disability coverage to provide 60% of their basic annual earnings to a maximum of \$5,000 per month.

7. Long Term Disability

Employees may purchase optional Long Term Disability coverage to provide 60% of their basic annual earnings to a maximum of \$5,000 per month.

8. Flexible Spending Account

Employees may elect to have pre-tax deductions for Dependent Day Care and Health Care expenses not covered by insurance.

9. Retiree Medical Insurance

The provisions of the Early Retiree Medical and Medicare Supplement plans currently in effect at Kennedy Space Center remain unchanged. The Company's share of the early retiree medical coverage will continue to be based on the formula established in 1992 and the retiree's actual number of years of continuous service with InDyne, Inc., including service with predecessor contractor(s). In the event the Company's Kennedy Integrated Communications Services (KICS) contract with NASA is terminated, employee(s) both active or inactive, or retired from InDyne, Inc., will not be eligible to receive or continue receiving retiree medical insurance.

Specific information about the coverage details, including limitations, exclusions and other requirements are contained in official Plan Documents, which shall be controlling. Benefit plans, providers, rates, and premiums may be modified during the term of this agreement.

APPENDIX C

Grandfathering of Sick Leave

This will confirm the agreement between Indyne, Inc., (Indyne) and Local Union 2088, IBEW regarding certain terms and conditions of employment for a specific employee of Indyne, Inc., (Indyne). Mr. Shawn P. Beal was formerly an employee of the Bionetics Corporation before transitioning in the IBEW bargaining unit on October 01, 1997 as a result of United Space Alliance (USA) assuming functions of the Calibration Laboratory subcontract. Mr. Beal shall be subject to the following terms and conditions:

1. For purposes of Sick and Injury leave entitlement Mr. Beal shall be treated as an "grand fathered or pre-1984 employee" per Article VI, Section 2.B.1 of the IBEW Collective Bargaining Agreement. The twelve (12) days of Sick and injury Leave granted on January 01 of each year shall be considered earned.

Any term or condition of employment not specifically expressed above shall be in accordance with the Collective Bargaining Agreement of the Parties.

APPENDIX D

INDYNE KICS HURRICANE PAY POLICY - IBEWPURPOSE:

To provide definition of pay practices in support of hurricane preparedness, ride-out, and recovery activities for InDyne KICS employees represented by the IBEW.

Refer to KICS D9001 Communications Systems Hurricane Preparedness Procedures for specific responsibilities and procedures followed by the KICS Communications organizations in support of a hurricane condition at Kennedy Space Center (KSC).

DEFINITIONS:

Regularly Scheduled Work Week – an employee's assigned work week in effect at the time a HURCON IV status is declared.

Regularly Scheduled Work Day – one of the 5 consecutive work days, typically Monday through Friday, that makes up an employee's regularly scheduled work week.

Regularly Scheduled Shift – an employee's assigned shift in effect at the time a HURCON IV status is declared.

Pay Week – the InDyne-KICS pay week begins at 0001 Friday and ends at midnight the following Thursday.

Base Rate is the authorized straight time hourly rate of pay applicable to the employee's job classification, exclusive of any differential, bonus, or premium.

ELIGIBILITY CONDITIONS:

In accordance with KICS D9001, KICS Communications employees are required to prepare KSC communication systems for impending storm conditions, perform hurricane ride-out crew activities, and restore communication services at KSC when storm conditions have subsided.

Evacuation: Non-essential personnel (those not required for preparation, ride-out, or recovery activities) are typically evacuated from KSC. Employees unable to work on a regularly scheduled workday, due to closure of KSC, will be paid **administrative leave** pay, up to a maximum of 8 hours per work day and 40 hours per pay week.

In the event an evacuation begins or ends during a regularly scheduled work day, employees will receive administrative leave pay for hours missed so that they receive a minimum of 8 hours pay per work day and 40 hours pay per pay week.

Preparation: Most Hurricane Preparation activities take place during normal working hours, prior to the release of non-essential personnel. In the event it is necessary to retain personnel to complete hurricane preparation activities **beyond** the general release of non-essential personnel, held-over employees will receive one-tenth hour of deferred leave for each one-tenth hour of regular, straight-time worked, up to a maximum of 8 hours.

Ride-out: Hurricane Ride-out crews commonly stay at KSC throughout the storm. Employees assigned to a ride-out crew will receive pay in accordance with the IBEW CBA. One-tenth hour of deferred leave will be granted for each one-tenth hour of regular, straight-time worked, up to a maximum of 8 hours.

Recovery: The Hurricane Recovery period will begin upon issuance of the "Weather Safe" by the KSC Emergency Operations Center (EOC). Employees assigned to the Damage Assessment and Recovery Team (DART) will be called in to begin restoration of the communication services at KSC.

➤ Nominal Conditions (short-term)

Under nominal hurricane conditions, a short recovery period is anticipated. A Short-Term Hurricane Recovery period begins upon issuance of the "Weather Safe" by the KSC EOC and ends after 96 hours or upon issuance of the "All Clear" status, whichever comes first.

During a Short-Term Hurricane Recovery period, "regular shift" schedules are waived and staggered start times are allowed on the first day. Employees' regularly scheduled shifts and regularly scheduled work week assignments will be used for the purpose of determining shift differential, odd work week premium, and sixth and seventh day overtime status.

During a Short-Term Hurricane Recovery period, employees assigned to the DART Team and/or who are called-in to perform recovery activities will be paid as follows:

- regular, straight-time pay, plus applicable shift differential and odd-work week premium, for the first 8 hours worked on an employee's regularly scheduled work day.
- one-tenth hour of deferred leave for each one-tenth hour of regular, straight-time worked during the Short-Term Hurricane Recovery period, up to a maximum of 32 hours.
- overtime rules, described in Article VII, sections B(3) through B(6) of the IBEW CBA, apply for hours worked over eight, over twelve, and on the sixth or seventh day of the employee's regularly scheduled work week.
- administrative leave pay for hours not worked on a regularly scheduled work day so that employee receives a minimum of 8 hours pay per work day and 40 hours pay per pay week.

➤ Catastrophic Conditions (long-term)

In the event of more catastrophic conditions, the Hurricane Recovery period may last longer than 96 hours.

During a Long-Term Hurricane Recovery period, employees assigned to the DART Team and/or who are called-in to perform recovery activities will be paid as follows:

- regular, straight-time pay, plus applicable shift differential and odd-work week premium, for the first 8 hours worked on an employee's regularly scheduled work day.
- a hurricane premium equal to 30% of their base rate for regular, straight-time hours worked.
- overtime rules, described in Article VII, sections B(3) through B(6) of the IBEW CBA, apply for hours worked over eight, over twelve, and on the sixth or seventh day of the employee's regularly scheduled work week.
- administrative leave pay for hours not worked on a regularly scheduled work day so that employee receives a minimum of 8 hours pay per work day and 40 hours pay per pay week.

APPENDIX E

CHANGES IN ODD WORK WEEK SHIFT SCHEDULE																																					
SCHEDULE DAYS OFF		2 WEEKS BEFORE CHANGE							1 WEEK BEFORE CHANGE							WEEK OF CHANGE							WEEK AFTER CHANGE							2 WEEKS AFTER CHANGE							
FROM	TO	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	
SAT-SUN	SUN-MON	0	0	1	2	3	4	5	0	0	1	2	3	4	5	6	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5
	FRI-SAT	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	X	2	3	4	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	
SUN-MON	FRI-SAT	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5	6	7	8	9	10	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	
	SAT-SUN	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	X	2	3	4	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5	
FRI-SAT	SAT-SUN	0	1	2	3	4	5	0	0	1	2	3	4	5	6	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	0	1	2	3	4	5	
	SUN-MON	0	1	2	3	4	5	0	0	1	2	3	4	5	6	7	0	0	1	2	3	4	5	0	0	1	2	3	4	5	0	0	1	2	3	4	
PREMIUM PAYMENT																																					
6 =6TH DAY 1 1/2 TIMES WORKING RATE																																					
7= 7TH DAY 2 TIMES WORKING RATE																																					
X=7TH DAY OF OLD WORK WEEK (STILL 2 TIMES WORKING RATE)																																					
																Contract Rules																					
																1. Must Provide 40 Hours in Each Work Week																					
																2. Must Provide 40 Hours in each Pay Week																					
																3. Must Provide 5 Consecutive Work Days																					

ADMINISTRATIVE LETTER NO. 1

Physical Standards Licensing and Certifications

May 01, 2007

Mr. N. Harry Judah
Business Manager
International Brotherhood of Electrical Workers
Local Union 2088
Courthouse Square
2425 N. Courtenay Parkway Suite 3B
Merritt Island, Fl. 32953

Dear Mr. Judah:

1. The Company will, during the life of this Agreement, when required by the job, require all employees to meet the physical standards of continued employment as described in the present Company policy.
2. Those employees who require certification or licensing under the Company policy and/or NASA regulations, for such items as Government Driver's License, visual acuity, soldering abilities, equipment and system(s) certifications, etc., will be given a reasonable opportunity to acquire the necessary training and skills and are expected to meet such certification requirements. Failure to meet such requirements may result in the employee's job assignment being changed or modified and may, where necessary, result in his termination but the company will make an effort to find those employees other job assignments or modified duties. This letter will not usurp another employee's seniority rights.


Where any such action is necessary, the Company will advise the Union accordingly.

This Administrative Letter is effective for the term of the current Collective Bargaining Agreement only. Further effectiveness will require mutual agreement of the parties.

For the Union:


N. Harry Judah
Business Manager

For the Company:


Kristin L. Moore
Director, Business and Program Control

LETTER OF UNDERSTANDING 1

Six Month Meetings

May 01, 2007

The Company and Union agree to continue the following Understandings reached during the 2007 Contract Negotiations:

Six Month Meetings

Meetings between the Company and the Union may be held every six months to discuss matters of mutual concern but will not address grievances. The Company and Union negotiating committee will be members of this committee plus invited guests as mutually agreed. Minutes of the meetings will be published within ten (10) working days of the meeting.

Department Directors and Chief Stewards Meetings

The Department Director and the Chief Steward shall meet no less than every other month at a mutually convenient time and place for the purpose of discussing matters relating to employees represented by the Chief Steward.

Rehire Consideration

Employees on lay off who may be qualified to perform in a job classification in which they do not have recall rights and an opening exists in the Bargaining Unit will be considered for rehire before going to outside hire.

Job Posting

Job posting will be continued for the duration of the Agreement in accordance with Company Policy.


This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:



N. Harry Judah
Business Manager

For the Company:



Kristin L. Moore
Director, Business and Program Control

LETTER OF UNDERSTANDING 2

Process Improvement

May 01, 2007

The Company and Union agree that improvement in work processes represents an opportunity to create a more efficient, responsive and productive operation. It is also agreed that employee knowledge and involvement are crucial elements in making such improvements.

In this regard, the parties agree that a joint Company/Union Committee consisting of the Business Manager of the Local Union or designee and two members appointed by the Business Manager and a like number of Company representatives shall be established to create a model for employee involvement. The purpose of this Committee is to review and evaluate methods and processes designed to improve business operations through bargaining unit employee involvement.

This Letter of Understanding shall not be interpreted to supersede, replace, or interfere with any rights or obligations of either party contained in the Collective Bargaining Agreement. In the event of a conflict arising out of this Letter of Understanding and the Collective Bargaining Agreement that is not mutually resolved between the parties, the terms and conditions of the Collective Bargaining Agreement shall control.

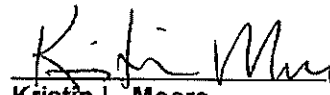
Both parties agree that certain matters are subject to mandatory bargaining within the meaning of the Labor Management Relations Act, and that those matters are not to be pursued through the employee involvement process.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:


N. Harry Judah
Business Manager

For the Company:


Kristin L. Moore
Director, Business and Program Control

LETTER OF UNDERSTANDING 3

Project Employee Agreement

May 01, 2007

Mr. N. Harry Judah
Business Manager
International Brotherhood of Electrical Workers
Courthouse Square
2425 N. Courtenay Parkway, Suite 3B
Merritt Island, FL 32953

Dear Mr. Judah:

This letter will confirm and document the Parties understanding and agreement reached during negotiations regarding a project agreement and the related employment conditions applicable to Project Employees.

1. NASA-managed projects, IDIQ Task order, survivability and site activation funds above contract base line scope are periodically set aside to accomplish specific defined tasks. From time to time, the Company will have "surge" requirements, which will necessitate the hiring of Project Employees to perform installation/modification work covered by the current labor agreement. Project employees will only be utilized on projects as described above.
2. Project employees will not be allowed to perform work on any operational systems or equipment.
3. Such employees may be hired to perform full time (40 hours/week) or part time (< 40 hours/week specifically defined temporary tasks and will be classified as Project Technician, Labor Grade 3.)
4. It is the Company and the Union's intent to utilize project employees for tasks which are greater than four (4) weeks in length, but less than three (3) months. Variation of these time intervals may be discussed and mutually agreed upon by the Parties. Such project employees will not be hired to replace regular employees in the bargaining unit or to avoid overtime.
5. All project employees' employment will be terminated no later than one (1) week (7 calendar days), prior to any IBEW regular full time bargaining unit employee, receiving a formal involuntary layoff notice.

The prescribed five (5) year recall period will begin on the actual layoff date and will not be affected by accepting or rejecting project status.

6. Selection and retention of project employees will be at the Company's discretion and no grievance shall be filed concerning their discharge. It is understood, however, that project employees are represented by the Union and may file grievances, which allege violations of the Collective Bargaining Agreement as applicable. Applicable provisions are Article I (except Sections 2 and 12), Article II, Article III and Article VII, (except Section 2, subparagraph o. Distribution of Overtime and Section 3 Travel Reimbursement Policy).
7. Project employees without recall rights will not obtain nor accumulate continuous service credit or Union seniority. Project employees with recall rights will accumulate continuous service credit and Union seniority as specified in Article IV of the current labor agreement.
8. Employees on layoff status with recall rights in accordance with Article V of the Collective Bargaining Agreement who accept employment as a project employee will not forfeit or extend such recall rights by accepting a project employee assignment. Nor will such employees forfeit their recall rights by refusing a project assignment.
9. The Company will notify the Union office in writing of any intended use of project employees as soon as possible. The notice will include a project name, description of task to be performed, location of work to be performed, and scheduled start/stop dates. The company will also provide written notice of the actual start/stop dates of the project employees.
10. Whenever new project employees are required, the Union shall be given the first opportunity to recommend applicants satisfactory to the requirements of the Company. Available openings for project employees shall be filled in the order stated below:
 - a. The senior qualified employee in the bargaining unit on layoff status with recall rights or retired from the bargaining unit shall be given first preference.
 - b. Other qualified applicants referred to the Company by the union shall be given second preference.
 - c. Qualified employees from outside the Company.
 - d. The Company shall have the right to reject any applicant for employment except as outlined in paragraph 10.a. above.
11. The Union will prepare and provide to the Company a separate dues authorization card for each employee who wished to automate union dues payment. All applicants under consideration for a position as a Project Technician shall report to the Union office for orientation prior to project assignment.
12. Project employees will be assigned to the appropriate project employee occupational classification of Project Technician, Labor Grade 3, with the rate of the Labor Grade 3 classification listed in Schedule A of the current Collective Bargaining Agreement minimum plus one (1) dollar. Project employees with recall rights will be paid at the maximum rate of the Labor Grade 3 classification.

13. Project employees will be assigned whatever shift necessary and received the appropriate differential.
14. Project employees will be assigned to a normal scheduled workweek of Monday – Friday, with Saturday as their first scheduled day off and Sunday as their second scheduled day off.
15. Project employees will not be allowed to work overtime unless regular full time bargaining unit employees in the workgroup who would normally perform the tasks are working or have been given the opportunity to work. In the event the overtime manning requirements are not met from within the workgroup, second preference will be given to full time bargaining unit employees, with skill and ability, from within the applicable work section.
16. Due to the temporary nature of their employment, project employees will receive pay-in lieu of benefits. The payment in-lieu of paid absence and the benefits shall equal the dollar amount specified for "Health & Welfare" benefits under the Service Contract Act (SCA) Area Wage Determination (AWD) for Brevard County, Florida applicable to the Kennedy Integrated Communications Services (KICS) Contract.
17. This amount is currently \$3.02 per hour worked. This payment will not be included in the "Working Rate" for overtime purposes as defined in Article VIII, Section 1 of the Agreement. Should NASA invoke a revised Service Contract Act Area Wage Determination on the KICS Contract requiring a different Health & Welfare amount, such new amount will be paid effective the date the revised Area Wage Determination is invoked for other employees on the KICS Contract. The Business Agent will be informed of the specific amount each time project employees are utilized.
18. Project employees will not be eligible for any types of leave of absence, severance pay, paid sick leave or time-away days. Project employees who are required to work on a holiday will be paid the appropriate overtime rate as called for in the Collective Bargaining Agreement.
19. The Company will make all statutory deductions; e.g., Federal Withholding Tax, SSI, Medicare, and payments for Workman's Compensation and Unemployment Compensation.
20. The mix of project employees and regular full time technicians (from the existing work group) shall be no greater than 3:1 (3 project/1 technician).
 - a. Any regular full time Technician, Labor Grade 3, assigned on a project task will be classified as a temporary Lead and shall be paid one dollar (1.00) above their current rate and shift differential if applicable. Upon completion of this project, or reassignment of such employee will be returned to his original status. Assignment to this project of regular full time bargaining unit employees will be based on seniority within the work group that would normally perform that task.
 - b. All Project Employee(s) will be under the direction of a bargaining unit regular Lead Technician or Temporary Lead, labor Grade 2.

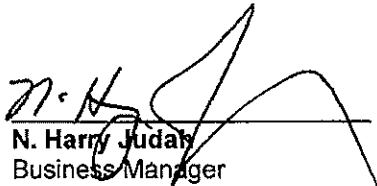
LETTER UNDERSTANDING 3

21. It is understood that this agreement shall remain in effect for the term of the current labor agreement between the company and Local 2088 unless terminated at an earlier date by mutual consent of the Parties. In the event of a violation of this Project Employee Agreement, a grievance may be filed directly to 3rd step. If the grievance is not resolved within ten (10) working days, the Union may submit the issue to expedited arbitration. In such event, the parties agree to select an arbitrator within 7 calendar days of receipt of a panel from the Federal Mediation and Conciliation Service and to schedule a hearing on the issue within 20 calendar days of selecting an arbitrator. Otherwise, any request for expedited arbitration will be governed by the Expedited Arbitration Policy and Procedures of the FMCS.

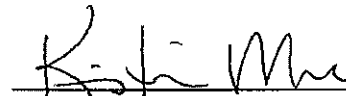
If the forgoing is in accordance with your understanding, please so signify by signing below.

Accepted and agreed to, this date, the first of May, 2007.

For the Union


N. Harry Judah
Business Manager

For the Company:


Kristin L. Moore
Director, Business and Program Control



5454 Wisconsin Blvd, Suite 1100, Chevy Chase, MD 20815 (301) 907-8500

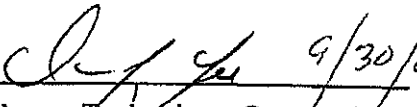
BRIDGE AGREEMENT
9/30/2008


This modified Bridge Agreement between IBEW LU 2088 and Team Abacus and its subcontractor, QinetiQ (Analex), is intended to assure that there is an efficient and non-disruptive transition of contract support from Indyne, Inc, Kennedy Integrated Communication Services (KICS) at Kennedy Space Center to Team Abacus, the successor company.

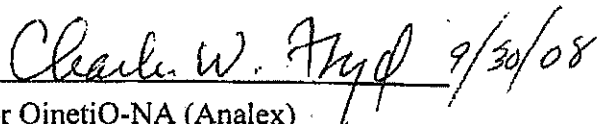
Pursuant to this modified Bridge Agreement, Team Abacus agrees to comply with the current CBA between Indyne (KICS) and IBEW LU 2088 for the term of the agreement but excluding: Article 6 Section 2.

Team Abacus agrees to continue the benefit plans currently provided for in the CBA and will provide Health and Welfare benefits comparable to the predecessor's current Health, Vision and Dental coverage.

IBEW LU 2088 agrees to support Team Abacus in the pursuit of the above objectives.


For Abacus Technology Corporation


For IBEW LU2088


For QinetiQ-NA (Analex)



5454 Wisconsin Avenue • Suite 1100 • Chevy Chase, MD 20815 • (301) 907-8500

MEMORANDUM OF UNDERSTANDING

9/30/08

Team Abacus and its subcontractor, QinetiQ North America (Analex) and IBEW LU 2088 agree to establish and maintain an amicable working relationship between the parties through open, honest, frequent, and respectful communications.

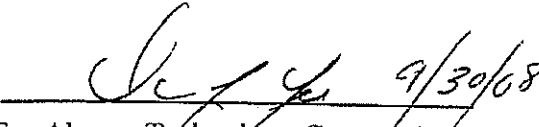
The parties understand that for any relationship to be positive, productive, and responsible there must be a mutual level of trust, respect, and cooperation. The parties agree that a vigorous and total commitment to the above by all participants is the primary element in service quality and customer satisfaction. Team Abacus and IBEW LU 2088 further understand that such relationships result in a more knowledgeable, proficient and amicable workforce.

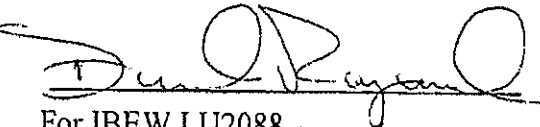
To encourage and foster this positive and professional relationship the parties commit to a labor relations policy where information is openly exchanged, problems solved mutually and cooperatively, critical differences are accepted and accommodated, agreements are developed in good faith, commitments are honored, and day to day contact at every level is stable and reliable.

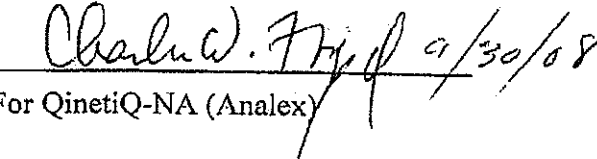
In the spirit of the ongoing partnering relationship, IBEW LU 2088 and Team Abacus agree to the following:

- Team Abacus agrees to bridge the existing IBEW Collective Bargaining Agreement and recognize the "Union" as the sole and exclusive collective bargaining Agent with respect to rates of pay, salaries, hours, and other terms and conditions of employment in place for those employees at Kennedy Space Center.
- Team Abacus will hire from the existing IBEW Local 2088 workforce on location at Kennedy Space Center.
- Team Abacus agrees to honor the seniority and years of service for all employees transitioning to the new contract and incumbent employees with over 90 days of continuous service will not be required to fulfill probation requirements.
- Team Abacus will provide notification and an opportunity for discussion with the IBEW Local 2088 in the event a decision is made not to hire an individual who is in the current workforce.
- Team Abacus will create a "preferential hire list" to include those IBEW Local 2088 IMCS workers that may not be hired due to potential changes in mission requirements. Such "preferential hire list" will be given 1st consideration for re-employment if new hires are required.

- Team Abacus and IBEW LU 2088 agree to adopt, reinforce, and build upon the purpose and intent of the letters of understanding 1 and 2 contained in the IBEW/Indyne CBA. Toward that goal the parties agree to increase the frequency of the meetings referred to in LOU #1 to quarterly meetings applicable to all IBEW represented bargaining units with the IMCS contract.
- Team Abacus will continue to provide benefits substantially equal or greater than the benefits currently provided under the Indyne (KICS) IBEW LU 2088 CBA.


For Abacus Technology Corporation


For IBEW LU2088
9/30/08


For QinetiQ-NA (Analex)



5454 Wisconsin Blvd, Suite 1100, Chevy Chase, MD 20815 (301) 907-8500

Letter of Understanding #1


Letter of Understanding between IBEW Local 2088 and Abacus Technology (Team Abacus) and their subcontractor QinetiQ N.A. (Analex).

This letter will confirm and document the parties understanding and agreement concerning the applications and administration of the Collective Bargaining Agreement within the multiple companies under Team Abacus.


1. Both parties agree that each Company will have their own Labor Relations Department and point of contact for the grievance process.
2. Both parties agree that Team Abacus is considered as "One Company" with respect to all provisions of the Collective Bargaining Agreements.

This Letter of Understanding shall remain in effect for the term of the Collective Bargaining Agreements between the parties unless modified or rescinded by mutual consent of the parties.

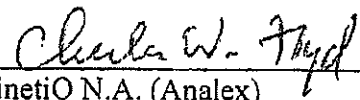
For the Union:


Date 9/30/08
Daniel Raymond
Business Manager
Local 2088, IBEW

For the Company:


Date 9/30/08
Dennis Yee
President Owner
Abacus Technology Corporation

For the Company:


Date 9/30/08
QinetiQ N.A. (Analex)



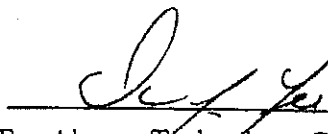
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Letter of Understanding between IBEW Local 2088 and Team Abacus and their subcontractor, QinetiQ-NA (Analex).

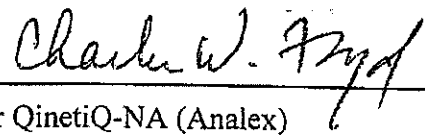
This letter will confirm and document the parties understanding and agreement regarding the application of Sick and Injury leave addressed under Article VI Section 2 of the current KICS Collective Bargaining Agreement (CBA), which will expire at 12:01am on May 1, 2009.

- All employees considered "Pre-84" employees per Article VI Section 2.B.1 and Appendix C will be advanced their 24 hours of sick leave on October 1, 2008 to cover the remainder of calendar year 2008.
- All employees considered "Post-84" employees per Article VI Section 2.B.3 will roll over their remaining advanced 2008 sick leave up to 24 hours on October 1, 2008 based on the final sick leave balances provided by InDyne Inc.
- The employees previously covered under the CSR contracts commonly known as "KSC Timing" will be advanced their 24 hours of sick leave on October 1, 2008 to cover the remainder of calendar year 2008.
- All Pre-84, Post-84, and KSC Timing employees with sick leave remaining on the books as of January 1, 2009, both accrued and earned during calendar year 2008, will have two (2) options regarding this leave. They may continue to maintain these hours as sick leave balance to be used at a later date or convert this sick leave equally into time away leave prior to expiration of the current CBA. All conversion requests must be in writing.
- From January 1, 2009 to the expiration of the current CBA, employees will be given a one (1) time 2009 transition option of selling a portion of their time away bank equal to the amount of unused 2008 sick leave that was previously converted to time away leave. Time away leave sold during this one (1) time option will not exceed the total 2008 sick leave converted into the time away bank and cannot exceed the employee's total earned time away balance at time of sale. All sale requests must be in writing.
- All Pre-84, Post-84, and KSC Timing employees will be advanced 32 hours on January 1, 2009, to cover the period from January 1 – April 30, 2009. This advanced time is not considered earned and cannot be sold back during the duration of the current CBA.
- For clarification, any sick leave use will be charged on a first-in/first-out basis consistent with current policies, i.e. sick leave carried over from 2008 will be utilized prior to utilizing the advanced or accrued 2009 sick leave.
- All IBEW represented employees hired after October 1, 2008, will be awarded one (1) day sick leave for each one (1) month left in the current CBA after their 90 day probationary period. This awarded time will not be considered earned for sell back purposes during the remainder of the current CBA.

- Predecessor sick leave (known as "banked" sick leave) will roll over in its entirety based on final banked sick leave balances provided by InDyne, Inc. and their use will be subject to the requirements outlined in the current CBA Article VI Section 2.B.2.
- All KSC Timing employees' current sick leave balances will roll over into a created "banked" sick leave account, in its entirety, based on the final sick leave balances provided by CSR.
- The Provisions Article VI not specifically addressed in this Letter of Understanding shall remain unchanged.

 9/30/08
For Abacus Technology Corporation

 9/30/08
For IBEW LU2088

 9/30/08
For QinetiQ-NA (Analex)



5454 Wisconsin Blvd, Suite 1100, Chevy Chase, MD 20815 (301) 907-8500

10/01/2008

To: Dan Raymond
Business Manager
IBEW LU 2088

Letter of Understanding #2

Dear Mr. Raymond:

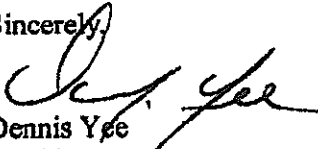
Please be advised that the Abacus Technology Company policy regarding use of negative sick leave by non represented employees will be extended to IBEW represented employees of Abacus Technology.

While Abacus strongly discourages the use of negative sick leave, it is understood that on rare occasions an employee may have a valid and verifiable health emergency that requires sick leave in addition to their accrued sick leave balance.

On a case by case basis and subject to approval by their supervisor an employee may incur a negative sick leave balance, not to exceed 40 hours.

Upon termination any negative sick leave balance will be reimbursed to Abacus from the employee's final compensation.

Sincerely,


Dennis Yee
President
Abacus Technology